

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.
CITY MANAGER



Crossroads of Flagler County

COMMISSIONERS:

TONYA GORDON

TINA-MARIE SCHULTZ

PETE YOUNG

BUNNELL CITY COMMISSION MEETING

Monday, September 25, 2023

7:00 PM

1769 East Moody Boulevard (GSB),
Chambers Room
Bunnell, FL 32110

A. Call Meeting to Order and Pledge Allegiance to the Flag

Roll Call

Invocation for our Military Troops and National Leaders

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Proclamation: Domestic Violence Awareness Month

B.2. Presentation: First Baptist Church of Bunnell 100th Anniversary in 2024 [Pat Cody]

C. Consent Agenda:

C.1. Approval of Warrant

a. September 25, 2023 Warrant

C.2. Approval of Minutes

a. September 11, 2023 City Commission Meeting Minutes

C.3. Request Approval of CPH, LLC.'s Work Order for Wastewater Treatment Plant (WWTP) Improvements – Phase 1 Early Work

D. Public Comments:

Comments regarding items not on the Agenda. Citizens are encouraged to speak; however, comments are limited to four (4) minutes.

E. Ordinances: (Legislative):

E.1. Ordinance 2023-09 Requesting to change the official zoning map for 32,583+/- acres of land within the City of Bunnell. - Second Reading

F. Resolutions: (Legislative):

F.1. Public Hearing: Resolution 2023-07 Adopting the Final Millage Rate for Fiscal Year 2023/2024

F.2. Public Hearing: Resolution 2023-08 Adopting the Fiscal Year 2023/2024 Budget

G. **Old Business: None**

H. **New Business: None**

I. **Reports:**

- **City Clerk**
- **Police Chief**
- **City Attorney**
- **City Manager**

City Manager Report- August 2023

- **Mayor and City Commissioners**

J. **Call for Adjournment.**

This agenda is subject to change without notice. Please see posted copy at City Hall, and our website www.BunnellCity.us.

NOTICE: If any person decides to appeal any decision made by the City Commission or any of its boards, with respect to any matter considered at any meeting of such boards or commission, he or she will need a record of the proceedings, and for this purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based, 286.0105 Florida Statutes.

Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the City Clerk at (386) 437-7500 at least 48 hours prior to the meeting date.

THE CITY OF BUNNELL IS AN EQUAL OPPORTUNITY SERVICE PROVIDER.

Posted by City Clerk's office on September 18, 2023



Proclamation

WHEREAS, home should be a place of warmth, unconditional love, tranquility, and security, and for most of us, home and family can indeed be counted among our greatest blessings. Tragically, for many Americans, their home is tarnished by violence and fear; and

WHEREAS, family violence is a crime that transcends race, religion, ethnicity and economic stature and one of its greatest tragedies is its effect on our children; and

WHEREAS, an estimated 4.8 million cases of domestic violence occur each year and, at its most tragic level, kills an average of more than three women every day nationally; and

WHEREAS, the Family Life Center, the only certified domestic violence emergency shelter and rape crisis center in Flagler County, provided over 6,700 hours of service to victims in the past year; and

WHEREAS, each October, the formal recognition of Domestic Violence Awareness Month allows the community to acknowledge and show their support for the victims of this horrific crime; and

WHEREAS, the Flagler County Advocates Alliance (comprised of the Flagler County Sheriff's Office Victim Advocate, the Flagler Beach Police Department Victim Advocates, the State Attorney's Victim Advocate for the Seventh Judicial Circuit Flagler and the Family Life Center) and the Flagler County Domestic Violence Task Force membership are committed to confront this crisis and are working together to increase public understanding of this problem and mobilize community efforts to end domestic violence in Flagler County.

NOW THEREFORE, we, the Bunnell City Commission do hereby declare October 2023 as "DOMESTIC VIOLENCE AWARENESS MONTH" in Bunnell and urge all citizens of Bunnell to become a part of the community response to end domestic violence and to send the message that this crime will not be tolerated in our community. As we spread awareness of domestic violence in our community during the month of October, we recognize it takes an entire community to stand together to make a difference.

Adopted this 25th day of September 2023

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk



City of Bunnell, Florida

ATTACHMENTS:

Description
Warrant 9/25/2023

Type
Warrant



City of Bunnell, FL

Expense Approval Register

Packet: APPKT08125 - 09.25.23 Warrant

| (None) | Post Date | Vendor Name | Description (Item) | Account Number | Amount |
|--|------------|-----------------------------------|--|-------------------|-----------------|
| Vendor: Advanced Environmental Laboratories, Inc. | | | | | |
| | 09/01/2023 | Advanced Environmental La... | Lab Testing 8.1.23-8.31.23 | 404-0535-535.3400 | 572.99 |
| | | | Vendor Advanced Environmental Laboratories, Inc. Total: | | 572.99 |
| Vendor: AKA Underground Inc | | | | | |
| | 08/17/2023 | AKA Underground Inc | 2" directional bore | 401-0533-533.4600 | 450.00 |
| | | | Vendor AKA Underground Inc Total: | | 450.00 |
| Vendor: Ameris Bank | | | | | |
| | 04/11/2023 | Ameris Bank | NSF Fee for Gail Hughey | 401-0533-533.4900 | 5.50 |
| | 04/11/2023 | Ameris Bank | NSF Fee for Gail Hughey | 404-0535-535.4900 | 5.50 |
| | | | Vendor Ameris Bank Total: | | 11.00 |
| Vendor: Blue Cross Blue Shield of Florida | | | | | |
| | 09/01/2023 | Blue Cross Blue Shield of Flor... | September 2023 | 001-2184000 | 1,986.42 |
| | 09/01/2023 | Blue Cross Blue Shield of Flor... | September 2023 | 001-2184500 | 81.17 |
| | | | Vendor Blue Cross Blue Shield of Florida Total: | | 2,067.59 |
| Vendor: Blue Planet Environmental Systems | | | | | |
| | 08/25/2023 | Blue Planet Environmental Sy... | Parts replacement injection ... | 401-0533-533.5205 | 96.00 |
| | | | Vendor Blue Planet Environmental Systems Total: | | 96.00 |
| Vendor: Boulevard Tire Center | | | | | |
| | 09/08/2023 | Boulevard Tire Center | Tire, Mounting & Balance for... | 001-0521-521.4620 | 162.30 |
| | | | Vendor Boulevard Tire Center Total: | | 162.30 |
| Vendor: Brian R. Callahan | | | | | |
| | 08/25/2023 | Brian R. Callahan | Seametrics In-Line Turbine Fl... | 401-0533-533.4640 | 2,230.00 |
| | | | Vendor Brian R. Callahan Total: | | 2,230.00 |
| Vendor: Bunnell Auto Supply, Inc. | | | | | |
| | 08/24/2023 | Bunnell Auto Supply, Inc. | wipers truck 939 | 402-0534-534.4620 | 347.44 |
| | 08/28/2023 | Bunnell Auto Supply, Inc. | Belt Dressing | 402-0534-534.4620 | 3.21 |
| | 09/01/2023 | Bunnell Auto Supply, Inc. | Gradall needs relay to operat... | 001-0541-541.4640 | 279.22 |
| | 09/01/2023 | Bunnell Auto Supply, Inc. | Wiper Blades 1902Coury | 001-0521-521.4620 | 33.22 |
| | 09/11/2023 | Bunnell Auto Supply, Inc. | case of HD 50 50 antifreeze | 402-0534-534.5200 | 100.14 |
| | 09/08/2023 | Bunnell Auto Supply, Inc. | 3 batteries truck 941 | 402-0534-534.4620 | 471.06 |
| | 09/08/2023 | Bunnell Auto Supply, Inc. | Wipers for truck 941 | 402-0534-534.4620 | 22.44 |
| | | | Vendor Bunnell Auto Supply, Inc. Total: | | 1,256.73 |
| Vendor: Charter Communications | | | | | |
| | 09/01/2023 | Charter Communications | 100 Utility St 9.1.23-9.30.23 | 001-0512-512.4100 | 400.00 |
| | 09/07/2023 | Charter Communications | 604 E Moody 6 9.10.23-10.09... | 001-0519-519.4100 | 119.98 |
| | 09/07/2023 | Charter Communications | 405 E Drain 9.13.23-10.12.23 | 001-0572-572.4100 | 129.99 |
| | 09/07/2023 | Charter Communications | 1769 E Moody 9.9.23-10.8.23 | 001-0521-521.4100 | 149.98 |
| | | | Vendor Charter Communications Total: | | 799.95 |
| Vendor: City Electric Supply Company | | | | | |
| | 01/20/2023 | City Electric Supply Company | Repair parts pipes, fittings | 404-0535-535.5200 | 255.90 |
| | 01/24/2023 | City Electric Supply Company | Repair parts pipes, fittings | 404-0535-535.5200 | 19.16 |
| | 03/22/2023 | City Electric Supply Company | Repair parts pipes, fittings | 404-0535-535.5200 | -275.06 |
| | 08/15/2023 | City Electric Supply Company | Braker to repair wellpoint p... | 404-0535-535.4640 | 20.75 |
| | | | Vendor City Electric Supply Company Total: | | 20.75 |
| Vendor: Crystal Tractor and Equipment - Hastings | | | | | |
| | 08/11/2023 | Crystal Tractor and Equipme... | replace old blades | 001-0541-541.5200 | 219.06 |
| | | | Vendor Crystal Tractor and Equipment - Hastings Total: | | 219.06 |
| Vendor: Culligan Water Products | | | | | |
| | 08/31/2023 | Culligan Water Products | 5 Gallon Water | 001-0521-521.5100 | 48.00 |
| | | | Vendor Culligan Water Products Total: | | 48.00 |

Expense Approval Register

Packet: APPKT08125 - 09.25.23 Warrant

| (None) | Post Date | Vendor Name | Description (Item) | Account Number | Amount |
|---|------------|---------------------------------|-----------------------------------|-------------------|---|
| Vendor: Darrell Jones | | | | | |
| | 07/13/2023 | Darrell Jones | Safety Footware Reimburse... | 001-0541-541.5220 | 48.98 |
| | | | | | Vendor Darrell Jones Total: |
| | | | | | |
| Vendor: DG Hardware, Inc. | | | | | |
| | 07/31/2023 | DG Hardware, Inc. | Milwaukee 1/2" Impact Wre... | 401-0533-533.5265 | 279.00 |
| | 08/03/2023 | DG Hardware, Inc. | Tools to Fix Airtank | 404-0535-535.4640 | 60.18 |
| | 08/03/2023 | DG Hardware, Inc. | Tools to Fix Airtank | 404-0535-535.5265 | 44.05 |
| | 09/14/2023 | DG Hardware, Inc. | Toilet Repair parts for JB King | 001-0572-572.4610 | 29.34 |
| | 09/02/2023 | DG Hardware, Inc. | Diesel 5 Gal Can | 001-0521-521.5200 | 26.09 |
| | 09/08/2023 | DG Hardware, Inc. | Stop nuts | 402-0534-534.4640 | 15.99 |
| | | | | | Vendor DG Hardware, Inc. Total: |
| | | | | | |
| Vendor: Environmental Land Services of Flagler County, Inc | | | | | |
| | 08/25/2023 | Environmental Land Services... | Services for 8.18.23-8.24.23 | 402-0534-534.3400 | 4,695.67 |
| | 09/01/2023 | Environmental Land Services... | Service for 8.25.23 - 8.31.23 | 402-0534-534.3400 | 5,106.33 |
| | 09/08/2023 | Environmental Land Services... | Services for 9.1.23-9.7.23 | 402-0534-534.3400 | 4,825.32 |
| | | | | | Vendor Environmental Land Services of Flagler County, Inc Total: |
| | | | | | |
| Vendor: Expert Chemical Sales & Service LLC | | | | | |
| | 09/12/2023 | Expert Chemical Sales & Serv... | Can Liners, Paper Towels, Toi... | 001-0572-572.5200 | 759.00 |
| | 09/06/2023 | Expert Chemical Sales & Serv... | ZEP Venture 2 Disinfectant, ... | 001-0572-572.5200 | 175.00 |
| | | | | | Vendor Expert Chemical Sales & Service LLC Total: |
| | | | | | |
| Vendor: Galls Parent Holdings, LLC | | | | | |
| | 09/01/2023 | Galls Parent Holdings, LLC | Leather Garrison Belt | 001-0521-521.5220 | 39.94 |
| | | | | | Vendor Galls Parent Holdings, LLC Total: |
| | | | | | |
| Vendor: Gannett Media Corp | | | | | |
| | 09/20/2023 | Gannett Media Corp | RFPP 2023 -01 Rebid | 001-0512-512.4800 | 208.68 |
| | 09/03/2023 | Gannett Media Corp | Coquina RFP ReBid Ad | 001-0572-572.4800 | 63.92 |
| | | | | | Vendor Gannett Media Corp Total: |
| | | | | | |
| Vendor: Hawkins Inc | | | | | |
| | 08/18/2023 | Hawkins Inc | Chemicals for WWTP | 404-0535-535.5200 | 579.60 |
| | 09/01/2023 | Hawkins Inc | Chemicals for WWTP | 404-0535-535.5200 | 552.00 |
| | 09/08/2023 | Hawkins Inc | Chemicals for WWTP | 404-0535-535.5200 | 565.20 |
| | | | | | Vendor Hawkins Inc Total: |
| | | | | | |
| Vendor: Jamson Labs/Power Kleen | | | | | |
| | 08/24/2023 | Jamson Labs/Power Kleen | 2 cases of Magic Cleaner | 402-0534-534.5200 | 158.47 |
| | | | | | Vendor Jamson Labs/Power Kleen Total: |
| | | | | | |
| Vendor: Kehle Plumbing, Inc. | | | | | |
| | 07/26/2023 | Kehle Plumbing, Inc. | Annual Test on Backflows | 401-0533-533.4600 | 960.00 |
| | | | | | Vendor Kehle Plumbing, Inc. Total: |
| | | | | | |
| Vendor: Kerri A Uebel | | | | | |
| | 08/17/2023 | Kerri A Uebel | Blades ROT 15643 | 001-0541-541.5200 | 248.55 |
| | 08/28/2023 | Kerri A Uebel | Spark Plug Worn Out | 001-0541-541.4640 | 4.71 |
| | 08/28/2023 | Kerri A Uebel | Recoil Starter Assembly to re... | 404-0535-535.4640 | 41.99 |
| | 08/28/2023 | Kerri A Uebel | Bar and Chain Oil for all equi... | 001-0541-541.4640 | 41.66 |
| | 09/11/2023 | Kerri A Uebel | Replace Broken Rim & Hub | 001-0541-541.4640 | 232.98 |
| | | | | | Vendor Kerri A Uebel Total: |
| | | | | | |
| Vendor: Lynch Oil Company | | | | | |
| | 08/29/2023 | Lynch Oil Company | Pre-Storm - Generator fuel -... | 404-0535-535.5210 | 505.23 |
| | 08/29/2023 | Lynch Oil Company | Generator Fuel | 404-0535-535.5210 | 294.30 |
| | 08/29/2023 | Lynch Oil Company | Pre-Storm - Generator fuel -... | 401-0533-533.5210 | 776.17 |
| | | | | | Vendor Lynch Oil Company Total: |
| | | | | | |
| Vendor: McMaster-Carr Supply Company | | | | | |
| | 08/31/2023 | McMaster-Carr Supply Comp... | New Bolts to replace HSP ro... | 401-0533-533.4640 | 853.90 |
| | | | | | Vendor McMaster-Carr Supply Company Total: |
| | | | | | |
| Vendor: McNeill Signs Inc | | | | | |
| | 09/06/2023 | McNeill Signs Inc | WWTF Project Signage | 404-0535-535.6200 | 976.79 |
| | | | | | Vendor McNeill Signs Inc Total: |

Expense Approval Register

Packet: APPKT08125 - 09.25.23 Warrant

| (None) | Post Date | Vendor Name | Description (Item) | Account Number | Amount |
|---------------------------------------|------------|------------------------|---------------------------------------|-------------------|-----------------|
| Vendor: Medi-Quick Urgent Care | | | | | |
| | 09/18/2023 | Medi-Quick Urgent Care | Sweeny,J, Zuromski,J,Granda... | 401-0533-533.4900 | 37.50 |
| | 09/18/2023 | Medi-Quick Urgent Care | Sweeny,J, Zuromski,J,Granda... | 404-0535-535.4900 | 262.50 |
| | | | Vendor Medi-Quick Urgent Care | Total: | 300.00 |
| Vendor: Michael Leo Dove | | | | | |
| | 09/07/2023 | Michael Leo Dove | Repoting for 8.28.23-9.07.23 | 001-0541-541.3401 | 480.00 |
| | | | Vendor Michael Leo Dove Total: | | 480.00 |
| Vendor: MUVz, Inc | | | | | |
| | 09/13/2023 | MUVz, Inc | Collapsible Cone Kit | 001-0521-521.5200 | 1,556.63 |
| | | | Vendor MUVz, Inc Total: | | 1,556.63 |
| Vendor: NextEra Energy Inc | | | | | |
| | 08/30/2023 | NextEra Energy Inc | 02735-15254 Aug 30 | 001-0519-519.4300 | 57.73 |
| | 08/30/2023 | NextEra Energy Inc | 16455-03937 Aug 30 | 001-0541-541.4300 | 763.20 |
| | 08/30/2023 | NextEra Energy Inc | 16525-04919 Aug 30 | 001-0541-541.4300 | 8,380.76 |
| | 08/30/2023 | NextEra Energy Inc | 16885-09957 Aug 30 | 404-0535-535.4300 | 33.97 |
| | 08/30/2023 | NextEra Energy Inc | 27076-01973 Aug 30 | 404-0535-535.4300 | 32.23 |
| | 08/30/2023 | NextEra Energy Inc | 27516-03917 Aug 30 | 404-0535-535.4300 | 107.33 |
| | 08/30/2023 | NextEra Energy Inc | 37390-07957 Aug 30 | 001-0541-541.4300 | 3,597.04 |
| | 08/30/2023 | NextEra Energy Inc | 37400-05982 Aug 30 | 001-0541-541.4300 | 204.37 |
| | 08/30/2023 | NextEra Energy Inc | 50935-93118 Aug 30 | 001-0519-519.4300 | 103.59 |
| | 08/30/2023 | NextEra Energy Inc | 56661-53118 Aug 30 | 001-0519-519.4300 | 350.30 |
| | 08/07/2023 | NextEra Energy Inc | 14322-90094 Aug 7 | 001-0572-572.4300 | 36.71 |
| | 08/07/2023 | NextEra Energy Inc | 56811-06810 Aug 7 | 001-0541-541.4300 | 28.02 |
| | 09/06/2023 | NextEra Energy Inc | 09445-94365 Sept 6 | 404-0535-535.4300 | 28.78 |
| | 09/06/2023 | NextEra Energy Inc | 23515-07823 Sept 6 | 401-0533-533.4300 | 26.56 |
| | 09/07/2023 | NextEra Energy Inc | 01235-95431 Sept 7 | 001-0521-521.4300 | 13.04 |
| | 09/07/2023 | NextEra Energy Inc | 01408-42220 Sept 7 | 404-0535-535.4300 | 161.50 |
| | 09/07/2023 | NextEra Energy Inc | 04369-52212 Sept 7 | 404-0535-535.4300 | 0.94 |
| | 09/07/2023 | NextEra Energy Inc | 04799-99278 Sept 7 | 001-0519-519.4300 | 189.82 |
| | 09/07/2023 | NextEra Energy Inc | 08857-07703 Sept 7 | 401-0533-533.4300 | 4,546.43 |
| | 09/07/2023 | NextEra Energy Inc | 16239-97200 Sept 7 | 001-0541-541.4300 | 38.18 |
| | 09/07/2023 | NextEra Energy Inc | 19639-02331 Sept 7 | 001-0521-521.4300 | 13.04 |
| | 09/07/2023 | NextEra Energy Inc | 24515-76322 Sept 7 | 001-0572-572.4300 | 63.37 |
| | 09/07/2023 | NextEra Energy Inc | 25840-57588 Sept 7 | 001-0541-541.4300 | 27.35 |
| | 09/07/2023 | NextEra Energy Inc | 28635-95142 Sept 7 | 001-0572-572.4300 | 221.48 |
| | 09/07/2023 | NextEra Energy Inc | 29732-82177 Sept 7 | 001-0521-521.4300 | 13.04 |
| | 09/07/2023 | NextEra Energy Inc | 34080-03816 Sept 7 | 404-0535-535.4300 | 108.97 |
| | 09/07/2023 | NextEra Energy Inc | 38244-16469 Sept 7 | 404-0535-535.4300 | 255.21 |
| | 09/07/2023 | NextEra Energy Inc | 38472-13538 Sept 7 | 404-0535-535.4300 | 27.70 |
| | 09/07/2023 | NextEra Energy Inc | 46834-52215 Sept 7 | 404-0535-535.4300 | 30.76 |
| | 09/07/2023 | NextEra Energy Inc | 47533-10046 Sept 7 | 404-0535-535.4300 | 90.46 |
| | 09/07/2023 | NextEra Energy Inc | 48483-68421 Sept 7 | 001-0519-519.4300 | 222.18 |
| | 09/07/2023 | NextEra Energy Inc | 48784-38110 Sept 7 | 001-0519-519.4300 | 31.29 |
| | 09/07/2023 | NextEra Energy Inc | 51926-14112 Aug 30 | 001-0519-519.4300 | 279.12 |
| | 09/07/2023 | NextEra Energy Inc | 56821-04848 Sept 7 | 001-0541-541.4300 | 33.96 |
| | 09/07/2023 | NextEra Energy Inc | 56831-02874 Sept 7 | 001-0541-541.4300 | 101.94 |
| | 09/07/2023 | NextEra Energy Inc | 59268-64496 Sept7 | 401-0533-533.4300 | 115.12 |
| | 09/07/2023 | NextEra Energy Inc | 60520-97182 Sept 7 | 001-0521-521.4300 | 13.04 |
| | 09/07/2023 | NextEra Energy Inc | 66101-01831 Sept 7 | 001-0572-572.4300 | 567.04 |
| | 09/07/2023 | NextEra Energy Inc | 66311-06884 Sept 7 | 001-0541-541.4300 | 49.94 |
| | 09/07/2023 | NextEra Energy Inc | 67305-62219 Sept 7 | 001-0541-541.4300 | 29.86 |
| | 09/07/2023 | NextEra Energy Inc | 67468-67586 Sept 7 | 001-0541-541.4300 | 27.35 |
| | 09/07/2023 | NextEra Energy Inc | 68117-21478 Sept 7 | 001-0521-521.4300 | 13.04 |
| | 09/07/2023 | NextEra Energy Inc | 69938-28117 Sept 7 | 001-0521-521.4300 | 31.65 |
| | 09/07/2023 | NextEra Energy Inc | 76171-09884 Sept 7 | 404-0535-535.4300 | 104.42 |
| | 09/07/2023 | NextEra Energy Inc | 79034-46115 Sept 7 | 001-0521-521.4300 | 13.04 |
| | 09/07/2023 | NextEra Energy Inc | 82864-01883 Sept 7 | 404-0535-535.4300 | 40.82 |
| | 09/07/2023 | NextEra Energy Inc | 93326-99348 Sept 7 | 001-0521-521.4300 | 13.04 |
| | 09/07/2023 | NextEra Energy Inc | 95524-02467 Sept 7 | 404-0535-535.4300 | 31.70 |

Expense Approval Register

Packet: APPKT08125 - 09.25.23 Warrant

| (None) | Post Date | Vendor Name | Description (Item) | Account Number | Amount |
|---|------------|---|---------------------------------|-------------------|------------------|
| | 09/07/2023 | NextEra Energy Inc | 99040-97517 Sept7 | 001-0519-519.4300 | 166.61 |
| | 09/08/2023 | NextEra Energy Inc | 90810-48119 Sept 7 | 404-0535-535.4300 | 30.76 |
| | | Vendor NextEra Energy Inc | | Total: | 21,467.80 |
| Vendor: Pace Analytical Services, LLC | | | | | |
| | 08/31/2023 | Pace Analytical Services, LLC | Lab Testing | 401-0533-533.3401 | 225.00 |
| | | Vendor Pace Analytical Services, LLC Total: | | | 225.00 |
| Vendor: Palm Coast Observer, LLC | | | | | |
| | 08/31/2023 | Palm Coast Observer, LLC | Meeting 9/11/23Mass ReZon... | 001-0512-512.4800 | 260.00 |
| | 08/31/2023 | Palm Coast Observer, LLC | Meeting 9/11/23 CoO Amen... | 001-0512-512.4800 | 75.00 |
| | 09/14/2023 | Palm Coast Observer, LLC | Ord 2023-09 Phase 2 | 001-0512-512.4800 | 260.00 |
| | | Vendor Palm Coast Observer, LLC Total: | | | 595.00 |
| Vendor: Power & Pumps Inc | | | | | |
| | 07/26/2023 | Power & Pumps Inc | 7.5HP Shinmaywa Submersib... | 404-0535-535.6400 | 5,821.20 |
| | 08/23/2023 | Power & Pumps Inc | replace worn out wear rings ... | 404-0535-535.5200 | 798.44 |
| | | Vendor Power & Pumps Inc Total: | | | 6,619.64 |
| Vendor: Process Control Services | | | | | |
| | 08/27/2023 | Process Control Services | Emergency PO - DO Probe an... | 404-0535-535.4640 | 8,997.00 |
| | 08/27/2023 | Process Control Services | FOB Factory | 404-0535-535.4640 | 100.00 |
| | | Vendor Process Control Services Total: | | | 9,097.00 |
| Vendor: Raftelis Financial Cosultants, Inc. | | | | | |
| | 09/13/2023 | Raftelis Financial Cosultants, ... | Services from 8.1.23-8.31.23 | 401-0533-533.3200 | 4,364.88 |
| | 09/13/2023 | Raftelis Financial Cosultants, ... | Services from 8.1.23-8.31.23 | 404-0535-535.3200 | 4,364.87 |
| | | Vendor Raftelis Financial Cosultants, Inc. Total: | | | 8,729.75 |
| Vendor: Rayco Funding & Development, Inc | | | | | |
| | 08/29/2023 | Rayco Funding & Developme... | Dewatering Box cleaned | 404-0535-535.3400 | 1,575.00 |
| | 09/06/2023 | Rayco Funding & Developme... | Cleaned Dewatering Box | 404-0535-535.3400 | 1,575.00 |
| | | Vendor Rayco Funding & Development, Inc | | Total: | 3,150.00 |
| Vendor: Staples Inc | | | | | |
| | 09/11/2023 | Staples Inc | Contract Overage 8.13-9.12 | 001-0513-513.3400 | 76.99 |
| | | Vendor Staples Inc Total: | | | 76.99 |
| Vendor: Staples, Inc | | | | | |
| | 09/12/2023 | Staples, Inc | Stamp,dispensor for papercli... | 001-0521-521.5100 | 48.68 |
| | | Vendor Staples, Inc Total: | | | 48.68 |
| Vendor: Sun Country Termite & Pest Control | | | | | |
| | 09/01/2023 | Sun Country Termite & Pest ... | 300 Tolman St | 001-0541-541.3400 | 40.00 |
| | 09/01/2023 | Sun Country Termite & Pest ... | 100 Utility St | 401-0533-533.3401 | 30.00 |
| | 09/01/2023 | Sun Country Termite & Pest ... | 200 Tolman St | 404-0535-535.3400 | 30.00 |
| | 09/01/2023 | Sun Country Termite & Pest ... | Coquina | 001-0572-572.3400 | 37.00 |
| | 09/01/2023 | Sun Country Termite & Pest ... | 604 E Moody 6 | 001-0519-519.3401 | 25.00 |
| | 09/01/2023 | Sun Country Termite & Pest ... | 604 E Moody 4 | 001-0519-519.3401 | 25.00 |
| | 09/01/2023 | Sun Country Termite & Pest ... | 1769 E Moody PD Office | 001-0519-519.3401 | 50.00 |
| | 09/01/2023 | Sun Country Termite & Pest ... | 604 E Moody 5 | 401-0533-533.3401 | 12.50 |
| | 09/01/2023 | Sun Country Termite & Pest ... | 604 E Moody 5 | 404-0535-535.3400 | 12.50 |
| | 09/05/2023 | Sun Country Termite & Pest ... | Versie Lee | 001-0572-572.3400 | 30.00 |
| | 09/05/2023 | Sun Country Termite & Pest ... | JB King Park | 001-0572-572.3400 | 40.00 |
| | 09/05/2023 | Sun Country Termite & Pest ... | EJ Park | 001-0572-572.3400 | 75.00 |
| | 09/05/2023 | Sun Country Termite & Pest ... | Carver Fields | 001-0572-572.3400 | 75.00 |
| | 09/05/2023 | Sun Country Termite & Pest ... | Heritage Park | 001-0572-572.3400 | 25.00 |
| | 09/05/2023 | Sun Country Termite & Pest ... | Jackson Park | 001-0572-572.3400 | 30.00 |
| | 09/05/2023 | Sun Country Termite & Pest ... | Municipal Park | 001-0572-572.3400 | 40.00 |
| | | Vendor Sun Country Termite & Pest Control Total: | | | 577.00 |
| Vendor: Tara A. Fisher | | | | | |
| | 09/13/2023 | Tara A. Fisher | Damager Repair from Thund... | 001-0519-519.4610 | 80.00 |
| | | Vendor Tara A. Fisher Total: | | | 80.00 |

Expense Approval Register

Packet: APPKT08125 - 09.25.23 Warrant

| (None) | Post Date | Vendor Name | Description (Item) | Account Number | Amount |
|--|------------|------------------------------|-------------------------------|-------------------|-----------------|
| Vendor: Terry Taylor Ford Company | | | | | |
| | 09/12/2023 | Terry Taylor Ford Company | Oil change 2005 | 001-0521-521.4620 | 49.99 |
| Vendor Terry Taylor Ford Company Total: | | | | | 49.99 |
| Vendor: UniFirst Corporation | | | | | |
| | 08/02/2023 | UniFirst Corporation | Uniform Rental | 001-0521-521.3400 | 10.73 |
| | 08/23/2023 | UniFirst Corporation | Uniform Rentals | 001-0541-541.5220 | 29.04 |
| | 08/23/2023 | UniFirst Corporation | Uniform Rentals | 001-0549-549.5220 | 6.49 |
| | 08/23/2023 | UniFirst Corporation | Uniform Rentals | 001-0572-572.5200 | 21.40 |
| | 08/23/2023 | UniFirst Corporation | Uniform Rentals | 001-0572-572.5220 | 32.48 |
| | 08/23/2023 | UniFirst Corporation | Uniform Rentals | 401-0533-533.5220 | 35.93 |
| | 08/23/2023 | UniFirst Corporation | Uniform Rentals | 402-0534-534.5220 | 17.93 |
| | 08/23/2023 | UniFirst Corporation | Uniform Rentals | 404-0535-535.5220 | 100.33 |
| | 08/23/2023 | UniFirst Corporation | Uniform Rental | 001-0521-521.3400 | 11.92 |
| | 08/30/2023 | UniFirst Corporation | Credit on Invoice | 001-0541-541.5220 | -5.58 |
| | 08/30/2023 | UniFirst Corporation | Credit on Invoice | 001-0549-549.5220 | -5.58 |
| | 08/30/2023 | UniFirst Corporation | Credit on Invoice | 001-0572-572.5200 | -5.63 |
| | 08/30/2023 | UniFirst Corporation | Credit on Invoice | 001-0572-572.5220 | -5.58 |
| | 08/30/2023 | UniFirst Corporation | Credit on Invoice | 401-0533-533.5220 | -5.58 |
| | 08/30/2023 | UniFirst Corporation | Credit on Invoice | 402-0534-534.5220 | -5.58 |
| | 08/30/2023 | UniFirst Corporation | Credit on Invoice | 404-0535-535.5220 | -5.58 |
| | 08/30/2023 | UniFirst Corporation | Uniform Rentals | 001-0541-541.5220 | 29.04 |
| | 08/30/2023 | UniFirst Corporation | Uniform Rentals | 001-0549-549.5220 | 6.49 |
| | 08/30/2023 | UniFirst Corporation | Uniform Rentals | 001-0572-572.5200 | 21.40 |
| | 08/30/2023 | UniFirst Corporation | Uniform Rentals | 001-0572-572.5220 | 81.78 |
| | 08/30/2023 | UniFirst Corporation | Uniform Rentals | 401-0533-533.5220 | 35.93 |
| | 08/30/2023 | UniFirst Corporation | Uniform Rentals | 402-0534-534.5220 | 17.93 |
| | 08/30/2023 | UniFirst Corporation | Uniform Rentals | 404-0535-535.5220 | 40.25 |
| | 08/30/2023 | UniFirst Corporation | Uniform Rental | 001-0521-521.3400 | 11.92 |
| | 08/09/2023 | UniFirst Corporation | Uniform Rental | 001-0521-521.3400 | 11.92 |
| | 09/13/2023 | UniFirst Corporation | Uniform Rentals | 001-0541-541.5220 | 29.15 |
| | 09/13/2023 | UniFirst Corporation | Uniform Rentals | 001-0549-549.5220 | 6.51 |
| | 09/13/2023 | UniFirst Corporation | Uniform Rentals | 001-0572-572.5200 | 21.38 |
| | 09/13/2023 | UniFirst Corporation | Uniform Rentals | 001-0572-572.5220 | 27.01 |
| | 09/13/2023 | UniFirst Corporation | Uniform Rentals | 401-0533-533.5220 | 36.05 |
| | 09/13/2023 | UniFirst Corporation | Uniform Rentals | 402-0534-534.5220 | 18.00 |
| | 09/13/2023 | UniFirst Corporation | Uniform Rentals | 404-0535-535.5220 | 51.39 |
| Vendor UniFirst Corporation Total: | | | | | 673.29 |
| Vendor: Ver-E-Safe Solutions, LLC | | | | | |
| | 09/13/2023 | Ver-E-Safe Solutions, LLC | PPE fpr Water/Wastewater | 401-0533-533.5205 | 214.00 |
| | 09/13/2023 | Ver-E-Safe Solutions, LLC | PPE fpr Water/Wastewater | 404-0535-535.5200 | 214.00 |
| Vendor Ver-E-Safe Solutions, LLC Total: | | | | | 428.00 |
| Vendor: Verizon Connect Telo Inc. | | | | | |
| | 07/01/2023 | Verizon Connect Telo Inc. | Services for 7.1.23-7.31.23 | 001-0541-541.4100 | 76.40 |
| | 07/01/2023 | Verizon Connect Telo Inc. | Services for 7.1.23-7.31.23 | 001-0572-572.4100 | 57.30 |
| | 07/01/2023 | Verizon Connect Telo Inc. | Services for 7.1.23-7.31.23 | 401-0533-533.4100 | 76.40 |
| | 07/01/2023 | Verizon Connect Telo Inc. | Services for 7.1.23-7.31.23 | 402-0534-534.4100 | 190.50 |
| | 07/01/2023 | Verizon Connect Telo Inc. | Services for 7.1.23-7.31.23 | 404-0535-535.4100 | 76.40 |
| | 09/01/2023 | Verizon Connect Telo Inc. | Services for 9.1.23 - 9.30.23 | 001-0541-541.4100 | 76.40 |
| | 09/01/2023 | Verizon Connect Telo Inc. | Services for 9.1.23 - 9.30.23 | 001-0572-572.4100 | 57.30 |
| | 09/01/2023 | Verizon Connect Telo Inc. | Services for 9.1.23 - 9.30.23 | 401-0533-533.4100 | 76.40 |
| | 09/01/2023 | Verizon Connect Telo Inc. | Services for 9.1.23 - 9.30.23 | 402-0534-534.4100 | 190.50 |
| | 09/01/2023 | Verizon Connect Telo Inc. | Services for 9.1.23 - 9.30.23 | 404-0535-535.4100 | 76.40 |
| Vendor Verizon Connect Telo Inc. Total: | | | | | 954.00 |
| Vendor: Vose Law Firm, LLP | | | | | |
| | 08/31/2023 | Vose Law Firm, LLP | August Legal Fees | 001-0514-514.3102 | 7,000.00 |
| | 08/31/2023 | Vose Law Firm, LLP | August Legal Fees | 001-0524-524.3102 | 500.00 |
| Vendor Vose Law Firm, LLP Total: | | | | | 7,500.00 |
| Vendor: Wedoo Glass Mirrors & Shower Enclosures LLC | | | | | |
| | 09/07/2023 | Wedoo Glass Mirrors & Sho... | Unit 5 Window Repair | 401-0533-533.4610 | 162.50 |

Expense Approval Register

Packet: APPKT08125 - 09.25.23 Warrant

(None)

| Post Date | Vendor Name | Description (Item) | Account Number | Amount |
|------------|------------------------------|--|-------------------|------------------|
| 09/07/2023 | Wedoo Glass Mirrors & Sho... | Unit 5 Window Repair | 404-0535-535.4610 | 162.50 |
| | | Vendor Wedoo Glass Mirrors & Shower Enclosures LLC Total: | | 325.00 |
| | | Grand Total: | | 94,037.18 |

Fund Summary

| Fund | Expense Amount |
|---------------------|------------------|
| 001 - GENERAL FUND | 32,665.31 |
| 401 - WATER | 15,640.19 |
| 402 - SOLID WASTE | 16,175.35 |
| 404 - SEWER | 29,556.33 |
| Grand Total: | 94,037.18 |

Account Summary

| Account Number | Account Name | Expense Amount |
|-------------------|------------------------------|----------------|
| 001-0512-512.4100 | Communications Expense | 400.00 |
| 001-0512-512.4800 | Advertising | 803.68 |
| 001-0513-513.3400 | Other Contract Services | 76.99 |
| 001-0514-514.3102 | Legal Services | 7,000.00 |
| 001-0519-519.3401 | Other Contractual Servic... | 100.00 |
| 001-0519-519.4100 | Communications Expense | 119.98 |
| 001-0519-519.4300 | Utilities | 1,400.64 |
| 001-0519-519.4610 | Repairs & Maint. - Buildi... | 80.00 |
| 001-0521-521.3400 | Other Contract Services | 46.49 |
| 001-0521-521.4100 | Communications Expense | 149.98 |
| 001-0521-521.4300 | Utility - Public Services | 122.93 |
| 001-0521-521.4620 | Repair / Maint - Vehicles | 245.51 |
| 001-0521-521.5100 | Office Supplies Expenses | 96.68 |
| 001-0521-521.5200 | Operating Supplies | 1,582.72 |
| 001-0521-521.5220 | Uniforms Exp | 39.94 |
| 001-0524-524.3102 | Legal Services | 500.00 |
| 001-0541-541.3400 | Other Contract Services | 40.00 |
| 001-0541-541.3401 | Other Contract Services | 480.00 |
| 001-0541-541.4100 | Communications Expense | 152.80 |
| 001-0541-541.4300 | Utility - Public Services | 13,281.97 |
| 001-0541-541.4640 | Equipment Repair & Mai... | 558.57 |
| 001-0541-541.5200 | Operating Supplies | 467.61 |
| 001-0541-541.5220 | Uniforms Exp | 130.63 |
| 001-0549-549.5220 | Uniforms | 13.91 |
| 001-0572-572.3400 | Other Contract Services | 352.00 |
| 001-0572-572.4100 | Communications Expense | 244.59 |
| 001-0572-572.4300 | Utility - Public Services | 888.60 |
| 001-0572-572.4610 | Repair / Maint - Bldgs | 29.34 |
| 001-0572-572.4800 | Advertising / Promo Exp... | 63.92 |
| 001-0572-572.5200 | Operating Supplies | 992.55 |
| 001-0572-572.5220 | Uniforms Exp | 135.69 |
| 001-2184000 | Med/Health Employee Li... | 1,986.42 |
| 001-2184500 | Retiree Medical | 81.17 |
| 401-0533-533.3200 | Accounting & Auditing E... | 4,364.88 |
| 401-0533-533.3401 | Other Contract Services | 267.50 |
| 401-0533-533.4100 | Communications Expense | 152.80 |
| 401-0533-533.4300 | Utility - Public Services | 4,688.11 |
| 401-0533-533.4600 | Repair / Maint - Service | 1,410.00 |
| 401-0533-533.4610 | Repair / Maint - Bldgs | 162.50 |
| 401-0533-533.4640 | Repair / Maint - Equipm... | 3,083.90 |
| 401-0533-533.4900 | Other Current Chgs & Ob... | 43.00 |
| 401-0533-533.5205 | Operating Supplies Exp -... | 310.00 |
| 401-0533-533.5210 | Fuel | 776.17 |
| 401-0533-533.5220 | Uniforms Exp | 102.33 |
| 401-0533-533.5265 | Tools | 279.00 |
| 402-0534-534.3400 | Other Contract Services -... | 14,627.32 |
| 402-0534-534.4100 | Communications - Solid... | 381.00 |
| 402-0534-534.4620 | Repair/Maint Vehicles - ... | 844.15 |
| 402-0534-534.4640 | Repair & Maint - Equipm... | 15.99 |
| 402-0534-534.5200 | Operating Supplies | 258.61 |
| 402-0534-534.5220 | Uniforms - Solid Waste | 48.28 |

Account Summary

| Account Number | Account Name | Expense Amount |
|-------------------|------------------------------|------------------|
| 404-0535-535.3200 | Accounting and Auditing | 4,364.87 |
| 404-0535-535.3400 | Other Contractual Servic... | 3,765.49 |
| 404-0535-535.4100 | Communications | 152.80 |
| 404-0535-535.4300 | Utilities | 1,085.55 |
| 404-0535-535.4610 | Repairs & Maint. - Buildi... | 162.50 |
| 404-0535-535.4640 | Repairs & Maint. - Equi... | 9,219.92 |
| 404-0535-535.4900 | Other Current Charges &... | 268.00 |
| 404-0535-535.5200 | Operating Supplies | 2,709.24 |
| 404-0535-535.5210 | Fuel | 799.53 |
| 404-0535-535.5220 | Uniforms | 186.39 |
| 404-0535-535.5265 | Tools | 44.05 |
| 404-0535-535.6200 | Buildings | 976.79 |
| 404-0535-535.6400 | Equipment > \$5,000 | 5,821.20 |
| | Grand Total: | 94,037.18 |

Project Account Summary

| Project Account Key | Expense Amount |
|---------------------|------------------|
| **None** | 94,037.18 |
| Grand Total: | 94,037.18 |



City of Bunnell, Florida

ATTACHMENTS:

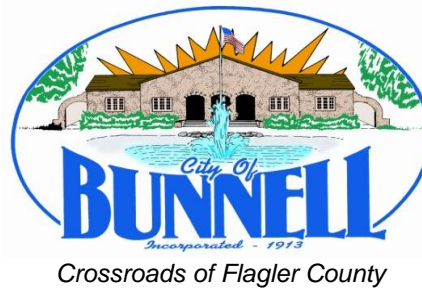
Description
Proposed Minutes

Type
Minutes

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR
CITY MANAGER



COMMISSIONERS:

TONYA GORDON

TINA-MARIE SCHULTZ

PETE YOUNG

BUNNELL CITY COMMISSION MEETING

Monday, September 11, 2023

7:00 PM

1769 East Moody Boulevard (GSB)

Chambers Room

Bunnell, FL 32110

A. Call Meeting to Order and Pledge Allegiance to the Flag

Mayor Robinson called the meeting to order at 7:00 PM and led the Pledge to the Flag.

Roll Call: Mayor Catherine Robinson; Vice Mayor Johns Rogers; Commissioner Toyna Gordon; Commissioner Tina-Marie Schultz; Commissioner Pete Young; City Attorney Paul Waters; City Manager Alvin B. Jackson; Community Development Director Bernadette Fisher; Finance Director Kristi Moss; Infrastructure Director Dustin Vost; City Clerk Kristen Bates; Deputy City Clerk Bridgitte Gunnells

Invocation for Our Military Troops and National Leaders:

Pastor Jearlyn Dennie led the invocation.

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Proclamation: National Black Business Month

Mayor Robinson read the proclamation into the record. Pastor Jearlyn Dennie, Nickie Grays & Leslie Giscombe with the African American Entrepreneurs Association accepted the proclamation. Mr. Giscombe reported this organization began in Bunnell four years ago and described how much they have grown. He stated Bunnell was special and thanked the Mayor, Commissioners, and City Manager for their on-going support.

B.2. Proclamation: Overdose Awareness Day

Presentation to Reserve Detective Sergeant Harry Kuleski, Jr.

Chief Brannon thanked Commissioner Young for informing him of the service to Bunnell by Harry Kuleski, Jr. Sergeant Groth read a summary of Mr. Kuleski's service to the community including 23 years in the Coast Guard, two decades in the Sheriff's Department, and eight years, after retirement volunteer service to the City of Bunnell. Chief Brannon presented Mr. Kuleski with a Bunnell PD Lapel pin, a Challenge Coin and the badge he wore while serving Bunnell.

- C. **Consent Agenda:**
 - C.1. **Approval of Warrant**
 - a. **September 11, 2023 Warrant**
 - C.2. **Approval of Minutes**
 - a. **August 17, 2023 City Commission workshop Minutes**
 - b. **August 28, 2023 City Commission Meeting Minutes**
 - C.3. **Request Approval of Amended Interlocal Agreement between the City of Bunnell and Flagler County Board of County Commissioners for Enhanced 911 Addressing.**
 - C.4. **Request to appoint Janice Catoggio to fill the vacated alternate member seat of the Planning, Zoning and Appeals Board for the remainder of the term.**
 - C.5. **Request for a Letter of Support to Flagler County for their grant Application for their Nexus Center Project.**

Commissioner Schultz asked to pull item C-5 from the Agenda.

Motion: Approve Items C.1. through C.4.

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

C.5. Request for a Letter of Support to Flagler County for their grant Application for their Nexus Center Project.

Commissioner Schultz asked to see the letter of support. City Clerk Bates read the letter of support into record. City Manager Jackson advised the County is in the process of applying for a State grant to assist with the building of the new library and community center to be located across the street from the new Sheriff's Office and adjacent to Flagler Central Commerce Parkway.

Motion: Approve Item C.5.

Motion by: Commissioner Schultz

Second by: Vice Mayor Rogers

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

D. Public Comments:

Comments regarding items not on the agenda. Citizens are encouraged to speak; however, comments are limited to four (4) minutes.

None

E. Ordinances: (Legislative):

E.1. Ordinance 2023-18 Amending the Bunnell Code of Ordinance Section 50-13 Extra pick-up service. - Second Reading

City Attorney Waters read the short title into the record.

Motion: Adopt Ordinance 2023-18 Amending the Bunnell Code of Ordinance Section 50- 13 Extra pick-up service. Second Reading

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

E.2. Ordinance 2023-09 Requesting to change the official zoning map for 32,583+/- acres of land within the City of Bunnell. - First Reading

City Attorney Waters read the short title into the record. He advised since the proposed Ordinance was drafted there had been a change to one of the named parcels; it had been sub-divided creating additional parcels and parcel numbers. Staff will include the additional parcels numbers in Exhibit B at Second Reading and advised the Commission to approve the Ordinance as amended. Community Development Director Fisher read the new parcel numbers into record.

Motion: Approve Ordinance 2023-09 Requesting to change Ordinance 2023-09 Request to change the official zoning map for 32,583+/- acres of land within the City of Bunnell as Amended. - First Reading

Motion by: Commissioner Schultz

Second by: Commissioner Young

Board Discussion: Vice Mayor stated he's heard from several concerned citizens. He stated they have been assured by the City Manager and Staff there will be no ill effects on the property owners. Mayor Robinson asked City Manager Jackson to explain why they went this route. City Manager Jackson explained State Law requires properties in Bunnell to have City Zoning in order to be able to develop the property; following all the mass annexations from 2006-2008, these designations were never changed to a Bunnell designation. This meant when property owners wanted to develop their property, they had to request the zoning be changed. This was time consuming and costly to the property owners. The Commission was approached and decided the City would take on the cost of the changes and do a mass rezoning.

Public Discussion: None

Vote: Motion carried unanimously

F. Resolutions: (Legislative):

F.1. Resolution 2023-04 Adopting the Tentative Millage Rate for Fiscal Year 2023/2024.

City Attorney Waters read the short title into the record. Mayor Robinson read the required Trim Notice statement into record and announced the Second Public Hearing will be on September 25, 2023 at 7:00 PM at the Government Services Building Chamber Meeting Room, 1769 East Moody Blvd., Bunnell, FL 32110.

Motion: Adopt Resolution 2023-04 Adopting the Tentative Millage Rate for Fiscal Year 2023/2024.

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

F.2. Public Hearing: Resolution 2023-05 Adopting the Tentative Budget for Fiscal Year 2023-2024

City Attorney Waters read the short title into the record.

Motion: Adopt Resolution 2023-05 Adopting the Tentative Budget for Fiscal Year 2023-2024

Motion by: Commissioner Schultz

Second by: Commissioner Gordon

Board Discussion: Vice Mayor Rogers requested an explanation for the budget total. Finance Director Moss explained the proposed budget includes all funds, even the Enterprise Funds, the CRA, the new Building Fund and the General Fund; the total budget for the General Funds is \$8,650,333.00 which includes the City reserves as well.

Public Discussion: None

Vote: Motion carried unanimously

G. Old Business: None

H. New Business:

H.1. Request Approval of Contract 2023-17 with Environmental Land Services of Flagler County for Solid Waste Dumping Services.

City Clerk Bates presented the item and explained this is the contract being award for dumping services as requested through RFP 2023-02.

Motion: Approve Contract 2023-17 with Environmental Land Services of Flagler County for Solid Waste Dumping Services.

Motion by: Vice Mayor Rogers

Second by: Commissioner Gordon

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

I. Reports:

- **City Clerk** – None
- **Police Chief** - stated he would be representing the City at the ILA meeting regarding the Carver Gym. Mayor Robinson expressed she wanted on record the name of the Gym should remain the same and she would not support a name change. Chief further reported on Tuesday, 10/3/2023 the PD will be hosting “National Night Out” at the Grand Reserve Amenities building at 501 Grand Reserve Drive. At the request of Dr. Jackson, Chief Brannon reported his plans for the Veterans Day Parade planned for November 11, 2023 at 10:00 am.
- **City Attorney**- None
- **City Manager**- reported Flagler Beach has scheduled the next Joint Workshop with all municipalities in Flager County for the Quality of Life Board on Wednesday, September 13, 2023 at 5:30 PM and read the items currently on the agenda.
- **Mayor and City Commissioners**
 - **Commissioner Young**– thanked Chief Brannon for his recognition of Reserve Detective Sergeant Harry Kuleski, Jr.
 - **Commissioner Schultz** – stated she would attend the Flagler Beach

Meeting Quality of Life Meeting.

- o **Commissioner Gordan** – None
- o **Vice Mayor Rogers-** Stated he would try to be at the ILA meeting about the Carver Gym and he agreed with Mayor Robinson the name should remain the same.
- o **Mayor Robinson** – stated she attended the 9/11 Memorial Ride event; it was a beautiful day. She thanked the City Attorneys Wade Vose and Paul Waters and City Clerk Bates for putting together the Ethics training.

J. Call for Adjournment.

Motion: Adjourn

Motion by: Commissioner Gordon

Seconded by: Commissioner Schultz

Vote: Motion carried unanimously

Meeting Adjourned: 7:55 PM

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk

Date

Date

*****The City adopts summary minutes. Audio files in official City records are retained according to the Florida Department of State GS1-SL records retention schedule*****



City of Bunnell, Florida

Agenda Item No. C.3.

Document Date: 9/8/2023 Amount: 404-0535-535.6200
Department: Infrastructure Account #: \$59,000
Subject: Request Approval of CPH, LLC.'s Work Order for Wastewater Treatment Plant (WWTP) Improvements – Phase 1 Early Work
Agenda Section: Consent Agenda:
Goal/Priority: Infrastructure

ATTACHMENTS:

| Description | Type |
|----------------------------------|----------|
| CPH Work Order | Contract |
| 2023-13 CPH Engineering Services | Contract |

Summary/Highlights:

The City is currently under contract with CPH, LLC. for continuing Professional Engineering Services (#2023-13). Staff is seeking approval for a Work Order to provide engineering services in connection with the Construction of the Bunnell WWTP Improvements Phase 1 Early Work.

Background:

The Infrastructure Department has been utilizing the services of CPH, LLC. for the design and pre-construction processes of the WWTP Expansion and Rehabilitation Project.

A Work Order was submitted by CPH to provide assistance with the Construction Management At Risk (CMAR) Pre-Construction Phase Services for the City. Assistance involves bidding and pre-construction services, contract services, meeting attendance, coordination meetings, Requests for Information, pre-work payment requests and finalizing any construction funding assistance to name a few of the tasks mentioned in the Work Order.

Staff Recommendation:

Approve CPH's Work Order for Wastewater Treatment Plant (WWTP) Improvements – Phase 1 Early Work in the amount of \$59,000.

City Attorney Review:

Approved

Finance Department Review/Recommendation:

Recommend Approval. Funds for this purpose are budgeted in account #404-0535-535.6200.

City Manager Review/Recommendation:

Approved



**AGREEMENT FOR CONTINUING CONSULTING
ENGINEERING SERVICES
BETWEEN
THE CITY OF BUNNELL, FLORIDA
AND
CPH, LLC.
FOR
BUNNELL WASTEWATER TREATMENT PLANT IMPROVEMENTS
– PHASE 1 EARLY WORK**

This Proposal is being submitted to the City of Bunnell describing the Engineering Work Scope of services being provided by CPH Consulting, LLC, d/b/d CPH, LLC. The City hereafter called the “City”, and CPH, LLC., hereinafter called “CPH”. The City shall provide a Purchase Order or notice of proposal approval to CPH for authorization to proceed.

SECTION 1

We are pleased to submit this proposal to assist the CITY with Phase 1 Early Work Construction Phase Services for the CMAR Construction of the Bunnell Wastewater Treatment Plant Improvements.

The CONSULTANT will serve as the CITY’s professional engineering representative in those phases of the project to which this Work Order applies, and will give consultation and advice to the CITY during the performance of the services. The CONSULTANT will perform the work under the general supervision of the CITY and will make interim reports for their review, input, decision, etc., as appropriate.

**SECTION 2
BASIS OF SERVICES OF THE ENGINEER**

TASK 1

2.1.1 The Consultant shall provide bidding and pre-construction services for the Bunnell WRF Improvements project based on an alternative project delivery method, previously discussed with City Staff, including, but not limited to the following:

- a. Assist the City in awarding the CM/CMAR Contact, issuing the Notice of Award, Notice to Proceed and the Notice of Commencement of work to the selected Contractor.
- b. Work with the CM/CMAR Contractor during the final design process to conduct project value engineering (VE) workshops and develop the project Opinions of Probable Construction Cost (OPCC) and Project Schedule.
- c. Review of the CMAR Agreements and estimate deliverables submitted to the CITY, by PC Construction. Services shall include review of the estimate’s completeness and accuracy based on current City standards, common engineering practices and the best interest of the City of Bunnell.



- 2.1.2 The CONSULTANT will prepare for and attend Weekly Coordination/Progress meetings throughout the duration of the preconstruction work. The project duration is anticipated to be 6 months for Preconstruction services. The meetings will be attended by the CMAR Project Manager and required design team members. The meetings are anticipated to last for approximately (2) two hours each. The meeting minutes are to be issued by others.
- 2.1.3 The CONSULTANT will assist the CITY with the review of RFI's, pre-work payment requests relative to the approved equipment/material owner direct purchases and overall design intent and make recommendations for acceptance of any responses or change orders that alter the project plans or specifications. Review of time or cost changes is not included in this scope. Issuing of instructions to the contractor and preparation of routine change orders will be by others.
- 2.1.4 ***General Project Administration and Funding Assistance***
 - a. The CONSULTANT will attend general project management activities, such as informal meetings, coordinate with the CITY and Construction Team for individual tasks, and perform contract administrative activities.
 - b. The CONSULTANT will Assist the City in finalizing any construction funding or grant assistance and all required documentation.

**SECTION 3
THE CITY'S RESPONSIBILITIES**

The CITY will:

- a) Provide one (1) copy of all CMAR agreement and pricing documents.
- b) Designate a person to act as the CITY's representative with respect to the work to be performed under this Work Order, and such person shall have complete authority to transmit instructions, receive information, and interpret and define the CITY's policies and decisions pertinent to the work covered by this Work Order.
- c) Provide and guarantee access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform his work under this Work Order.
- d) Examine all studies, reports, sketches, and other documents presented by the CONSULTANT and render decisions pertaining thereto within a reasonable time so as not to delay the work of the CONSULTANT.
- e) Direct the CONSULTANT, in writing, to perform at the CITY's expense, necessary additional services.
- f) Provide such legal, accounting, and insurance counseling services as may be required for the project, and such auditing services as the CITY may require.
- g) Give prompt written notice to the CONSULTANT whenever the CITY observes or otherwise becomes aware of any defect in the project.



**SECTION 4
PAYMENT**

| Phase No. | Phase Description | Billing Method | Fee |
|------------------|--------------------------|----------------------------|---------------------------|
| Task 1 | PH1 Early Work Services | Hourly Time & Material Fee | Not to exceed \$59,000.00 |

The fee for services as described in Task 1 shall not exceed **\$59,000.00**. If additional services are requested of CPH, the CITY will be given prompt notice, prior to the execution of the additional work

The CITY will make prompt monthly payments in response to the CONSULTANT's monthly statements without retention for all categories of services rendered under this Work Order and for reimbursable expenses incurred.

If this work is terminated during prosecution of the services prior to completion of the services of Section 2, payments to be made for all prior work under this authorization shall be due and payable, and shall constitute total payment for services rendered.

SCHEDULE

The proposed Early work construction schedule is estimated to be 6 months in duration after the execution of the contract with the Contractor. This Scope of Services covers the time period from the issuance of the Early work Notice to Proceed to Notice to Proceed of Final Construction.

It is understood that CPH, Inc. will perform services under the sole direction of the CITY through its designated representative. In the performance of these services, CPH will coordinate its efforts with those of other project team members and CONSULTANTS as required.



**SECTION 5
GENERAL CONDITIONS**

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this authorization and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this authorization. Nothing herein shall be construed as creating any personal liability on the part of any officer or agency of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order the day and year first above written.

CITY:
CITY OF BUNNELL, FLORIDA

By: _____

Date: September 25, 2023

CONSULTANT:
CPH, LLC.

By: _____

Date: _____

ATTEST & SEAL

ATTEST & SEAL



CPH, LLC Rates

CITY OF BUNNELL - WWTF IMPROVEMENTS - PHASE 1 EXPANSION

Services During Construction

Scope of Services & Fee Schedule

Date: August 2023

TIME AND MATERIAL FEE SCHEDULE

| | Program Manager | | Sr. Project Engineer/PE | | Senior Design Technician | | Subtotal Manhours | Subtotal Manhour Cost |
|--|-----------------|--------------------|-------------------------|--------------------|--------------------------|-------------------|----------------------|--------------------------|
| | Rate = | \$300.00 | Rate = | \$200.00 | Rate = | \$135.00 | | |
| | Hours | Cost | Hours | Cost | Hours | Cost | | |
| Task 1 - POST DESIGN ENGINEERING SERVICES - LABOR | | | | | | | | |
| Bidding and Pre-Construction Assistance | 20 | \$6,000.00 | 104 | \$20,800.00 | 40 | \$5,400.00 | 164 | \$32,200.00 |
| Attendance at weekly Coordination Meetings | 20 | \$6,000.00 | 36 | \$7,200.00 | 0 | \$0.00 | 56 | \$13,200.00 |
| Review of RFI's, Field Orders/Change Orders and Payment Applications | 8 | \$2,400.00 | 24 | \$4,800.00 | 0 | \$0.00 | 32 | \$7,200.00 |
| General Project Administration, Funding Assistance | 8 | \$2,400.00 | 20 | \$4,000.00 | 0 | \$0.00 | 28 | \$6,400.00 |
| Labor Total | 56 | \$16,800.00 | 184 | \$36,800.00 | 40 | \$5,400.00 | \$280.00 | \$59,000.00 |

AGREEMENT NO. 2023-13

**LETTER AGREEMENT FOR
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES
BETWEEN CPH CONSULTING, LLC. D/B/D CPH, LLC., AND
CITY OF BUNNELL, FLORIDA**

THIS AGREEMENT ("Agreement") is for Professional Infrastructure Engineering Services between the City of Bunnell ("CITY"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 604 East Moody Boulevard Suite 6, Bunnell, Florida, and CPH Consulting, LLC. d/b/d CPH, LLC., a Delaware company, ("CONSULTANT"), 520 Palm Coast Parkway SW, Suite 200, Palm Coast, FL 32137.

WHEREAS, the CITY has need of professional engineering services for its Infrastructure Department; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of CONSULTANT, based on the CONSULTANT's response to RFQ #2023-02 – Request Qualifications for Infrastructure Engineering Services; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their CONSULTANT's and subconsultant's; and

WHEREAS, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency agreements must include certain statutorily required provisions concerning the CONSULTANT's compliance for Florida's Public Records Act; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. The relationship of the CONSULTANT to the CITY will be that of a professional consultant to provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to the CONSULTANT's profession, and CONSULTANT will endeavor to provide to the CITY prompt and efficient consulting services to the best of its ability.
2. CONSULTANT is hereby retained and employed as the Engineering Services Consultant and will work with the CITY to provide said services in accordance

with the scope of services outlined in RFQ # 2023-02.

3. CONSULTANT agrees to prepare and complete a report to the CITY, detailing the status of services provided pursuant to this Agreement at least ninety (90) days prior to the expiration of the term of this Agreement, or at least ninety (90) days prior to the expiration of any renewal term of this Agreement. CONSULTANT may be asked to present the deliverables in person for review by staff or for discussion at a scheduled City Commission meeting.
4. The term of this Agreement shall be effective for a three (3) year period immediately following the date of execution of the Agreement by the CITY. The CITY reserves the sole right to renew this agreement in writing for two (2) additional twelve (12) month periods prior to the expiration of each term. The term of this Agreement does not relieve the CONSULTANT of any future responsibility as described in paragraph eight (8) of this Agreement.
5. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this agreement is terminated, CONSULTANT shall be authorized to receive payment for all work performed up to the date of termination.
6. With regard to compensation paid to CONSULTANT, CONSULTANT shall furnish to the CITY on a monthly basis an itemized invoice detailing all of CONSULTANT's hours, services, expenses and any other services utilized by the CITY during the preceding month. Invoice shall be itemized pursuant to and in accordance with the attached Fee Schedule (Exhibit A). CONSULTANT shall compute the total amount due for the preceding month and all amounts due CONSULTANT shall be paid on a monthly basis pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. CONSULTANT acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of the Agreement and thereafter shall only be adjusted by mutual written agreement of both parties.
7. General Considerations.
 - a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by CONSULTANT and presented to the CITY pursuant to this Agreement are to be considered instruments of service. CPH shall retain any and all intellectual and property rights to these documents; however, the City shall have a permanent license to use the documents for the life of the project. Payments to CPH for the services rendered pursuant to this agreement shall be a condition precedent to the City's use of these documents.
 - b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by CONSULTANT shall be made available to the CITY upon request and shall be considered public records, pursuant to

F.S. 119.0701.

- c. CONSULTANT shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The CITY shall have the right to order, inspect and copy all such records as often as it deems necessary during any such period of time. The right to audit, inspect, and copy records shall include all of the records of sub-consultants (if any).
 - d. CONSULTANT shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
 - e. CONSULTANT shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFQ # 2023-02, naming CITY as an additional insured in each such policy.
 - f. Upon CONSULTANT's written request, the CITY will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as CONSULTANT and CITY mutually deem necessary, and CONSULTANT may rely upon same in performing the services required under this agreement.
 - g. The CITY and CONSULTANT each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the CITY nor CONSULTANT shall assign or transfer their interest in this agreement without the prior written consent of the other party.
8. Should any other professional services be called for by the CITY which are not otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be agreed upon in advance by the parties hereto. The CONSULTANT may be required to provide additional services to the CITY on challenges, public protests, administrative hearings or similar matters. The CONSULTANT shall be available to represent the CITY, serve as an expert witness and provide supporting documentation as necessary.
9. The Agreement documents, which comprise the entire Agreement between CITY and CONSULTANT and which are further incorporated herein by reference, consist of the following:
- a. Architects/Engineers hourly rates, as attached to this agreement (Exhibit A)
 - b. RFQ 2023-02 Infrastructure Engineering Services
 - c. CONSULTANT's RFQ Documents

10. CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.
11. CONSULTANT, its agents, servants or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the CITY and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the CITY, except as provided in the scope of services called for herein. CONSULTANT is hereby designated as an independent CONSULTANT to the CITY and none of the employees, agents or servants of the CONSULTANT shall have, or be entitled to, any of the fringe benefits applicable to employees of the CITY.
12. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.
13. CONSULTANT does hereby waive any and all "venue privilege" and or "diversity of citizenship privileges" and specifically agrees that any action brought for the enforcement, construction or interpretation of this agreement shall be maintained in the County or Circuit Court in and for Flagler County, Florida, and CONSULTANT hereby specifically waives its right or privilege to institute any action of any kind or nature whatsoever, against the CITY in any other State Court, Federal Court or administrative tribunal.
14. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.
15. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.
16. Work Orders.
 - a. The provision of services to be performed under this Agreement may commence immediately upon the execution of this Agreement or a work order as directed and determined by the CITY. Services to be provided by the CONSULTANT to the CITY shall be negotiated between the CONSULTANT and the CITY. Each work order shall reference this Agreement by title and date, include a detailed description of quantities, services, and a completion schedule, and will be provided on CONSULTANT letterhead. The services described in said work order

- will commence upon approval by the CITY as notice to proceed.
- b. If the services required to be performed by a work order are clearly defined, the work order shall be issued on a "fixed fee" basis. The CONSULTANT shall perform all services required by the work order but in no event shall the CONSULTANT be paid more than the negotiated fixed fee amount stated therein.
 - c. The CONSULTANT and the CITY agree to make every effort to adhere to the schedule established for the various work orders described in the work order.
 - d. If the services are not clearly defined, the work order may be issued on a "time basis method" and contain a not-to-exceed amount. If a not-to-exceed amount is provided, the CONSULTANT shall perform all work required by the work order; but in no event shall the CONSULTANT be paid more than the not-to-exceed amount specified in the applicable work order.
 - e. For work orders issued on a "fixed fee basis," the CONSULTANT may invoice the amount due based on the percentage of total work order services performed and completed; but in no event shall the invoice amount exceed a percentage of the fixed fee amount equal to a percentage of the total services completed.
 - f. For work orders issued on a "time basis method" with a not-to-exceed amount, the CONSULTANT may invoice the amount due for actual work hours performed; but in no event shall the invoice amount exceed a percentage of the not-to-exceed amount equal to a percentage of the total services completed.
 - g. Each work order issued on a "fixed fee basis" or "time basis method" with a not-to-exceed amount shall be treated separately for retainage purposes. If the CITY determines that work is substantially complete and the amount retained, if any, is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.
 - h. For work orders issued on a "time basis method" with a limitation of funds amount, the CONSULTANT may invoice the amount due for services performed and completed. The CITY shall pay the CONSULTANT one hundred percent (100%) of the approved amount on work orders issued on a "time basis method" with a limitation of funds amount.
17. Change Orders.
- a. The CITY may revise the description of services set forth in any work order.
 - b. Revisions to any work order shall be authorized in writing by the CITY as a change order. Each change order shall include a schedule of completion for the services authorized. Change orders shall identify this Agreement and the appropriate work order number. The change orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the services to be provided. Such

supplemental instructions or provisions shall not be construed as a modification of this Agreement. A agreement between the parties on and execution of any change order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONSULTANT schedule.

- c. If instructed by the CITY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The CONSULTANT must submit for CITY approval a revised qualification with a revised fee quotation. Additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the work by change order to the work order.

18. Compensation.

- a. Compensation to the CONSULTANT for the services performed on each work order shall be as set forth the work order/change order.
- b. The CITY shall not pay for reimbursable items such as gas, tolls, mileage, meals, etc. And other items not directly attributable to items produced for each work order.
- c. Work performed by the CONSULTANT without written approval by the CITY's designated representative shall not be compensated. Any work performed by the CONSULTANT without approval by the CITY is performed at the CONSULTANT's own election.
- d. In the event the CITY fails to provide compensation under the terms and conditions of this Agreement, the CONSULTANT shall notify the CITY's designated representative in order that the CITY may take remedial action.
- e. Pricing has been calculated based on the current prices for the goods and/or services that are the subject hereof. However, the market for the goods and/or services that pertain to this Agreement may be volatile on the basis of fuel costs and sudden and substantial price increases could occur. The CONSULTANT agrees to use its best efforts to obtain the lowest possible prices from fuel suppliers, but should there be a substantial and prejudicial increase in fuel prices for fuel that is purchased after execution of this Agreement which fuel prices directly and materially relate to the pricing of the goods and/or services provided for in this Agreement, the CITY agrees, upon written request from the CONSULTANT, to consider a reasonable adjustment to the prices set forth in this Agreement based upon the following index: engineering news record, construction cost index, etc. Any claim by the CONSULTANT for a price increase, as provided above, shall state, with specificity, the increased cost, the product in question, and the source of supply, and shall be supported by invoices or bills of sale and such other information as may be required by the CITY. Only one (1) such

- request from the CONSULTANT will be considered in each calendar year period. The decision of the CITY shall be final and non-appealable.
- f. Expiration of the term of this Agreement shall have no effect upon purchase orders/work orders issued pursuant to this Agreement and prior to the expiration date.

19. Invoice Process.

- a. Payments shall be made by the CITY to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each work order shall be invoiced separately. The CONSULTANT shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing all services rendered, the cost of the services, the name and address of the CONSULTANT, work order number, Agreement number and all other information required by this Agreement.
- b. Invoices which are in an acceptable form to the CITY and without disputable items will be processed for payment within thirty days of receipt by the CITY.
- c. The CONSULTANT will be notified of any disputable items contained in invoices submitted by the CONSULTANT within fifteen days of receipt by the CITY with an explanation of the deficiencies.
- d. The CITY and the CONSULTANT will make every effort to resolve all disputable items contained in the CONSULTANT's invoices.
- e. Each invoice shall reference this Agreement, the appropriate work order and change order, if applicable, and the billing period.
- f. The Florida Prompt Payment Act shall apply when applicable.
- g. Invoices are to be forwarded directly to:

Infrastructure Department
PO Box 756
Bunnell, Florida 32110
matwood@bunnellcity.us

20. Termination of Agreement.

- a. The CITY may terminate this Agreement or any work order for convenience at any time for one or more of the reasons as follows:
 - (1) If, in the CITY's opinion, adequate progress under a work order is not being made by the CONSULTANT; or
 - (2) If, in the CITY's opinion, the quality of the services provided by the CONSULTANT is/are not in conformance with commonly accepted professional standards, standards of the CITY, the requirements of federal or state regulatory agencies, and the CONSULTANT has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or
 - (3) The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against

him for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT; or

- (4) The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
- (5) The CONSULTANT violates the standards of conduct provisions herein or any provision of state or local law or any provision of the CITY code of conduct.

- b. In the event of any of the causes described in this Section, the CITY's designated representative may send a certified letter requesting that the CONSULTANT show cause why the Agreement or any work order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within fourteen calendar days of the receipt of the letter, the CITY may consider the CONSULTANT to be in default and may immediately terminate this Agreement or any work order in progress under this Agreement.
- c. In the event that this Agreement or a work order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the work order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONSULTANT.

21. Termination by CITY Without Cause.

- a. Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate any specific work order without cause, if such termination is deemed by the CITY to be in the public interest, provided that thirty calendar days prior written notice is given to the CONSULTANT of the CITY's intent to terminate.
- b. In the event that this Agreement is terminated, the CITY shall identify any specific work order(s) being terminated and the specific work order(s) to be continued to completion pursuant to the provisions of this Agreement.
- c. This Agreement will remain in full force and effect as to all authorized purchase order(s)/work order(s) that is/are to be continued to completion.

22. Payment in the Event of Termination.

In the event this Agreement or any work order is terminated or canceled prior to final completion payment for the unpaid portion of the services actually provided by the CONSULTANT to the date of termination shall be paid to the CONSULTANT.

23. Action Following Termination.

Upon receipt of notice of termination, given by either party, the terminated party

shall promptly discontinue the provision of all services, unless the notice provides otherwise.

24. Suspension.

- a. The performance or provision of the CONSULTANT services under any work order under this Agreement may be suspended by the CITY at any time.
- b. In the event the CITY suspends the performance or provision of the CONSULTANT's services hereunder, the CITY shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date Stated in the notice. The CITY shall pay to the CONSULTANT within thirty days all compensation which has become due to and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended provision of services unless and until the CITY's designated representative notifies the CONSULTANT in writing that the provision of the services of the CONSULTANT called for hereunder are to be resumed by the CONSULTANT.
- c. Upon receipt of written notice from the CITY that the CONSULTANT's provision of services hereunder are to be resumed, the CONSULTANT shall continue to provide the services to the CITY.

25. Alternative Dispute Resolution.

- a. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.
- b. The CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONSULTANT had knowledge and failed to present during the CITY procedures.
- c. In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

26. Severability.

- a. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with

- equity and the public interest.
- b. All provisions of this Agreement shall be read and applied in pari materia. With all other provisions hereof.
 - c. Violation of this Agreement by the CONSULTANT is recognized by the parties to constitute irreparable harm to the CITY.
27. Controlling Law / Venue / Interpretation.
- a. This Agreement is to be governed by the laws of the State of Florida.
 - b. Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.
 - c. This Agreement is the result of bona fide arm's length negotiations between the CITY and the CONSULTANT, and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.
28. Indemnity.
- a. CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed by the CONSULTANT in the performance of the Agreement.
 - b. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.
 - c. In claims against any person or entity indemnified under this Section by an employee of the CONSULTANT or its agents or subconsultant's, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or its agents or subconsultants, under workers compensation acts, disability benefits acts, or other employee benefit acts.
 - d. The execution of this Agreement by the CONSULTANT shall obligate the CONSULTANT to comply with the indemnification provision in this Agreement; however, the CONSULTANT must also comply with the provisions of this Agreement relating to insurance coverages.
29. Insurance.
- a. The CONSULTANT shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a best rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the CITY and with only such terms and conditions as may be acceptable to the CITY:
 - (1) Workers Compensation/Employer Liability: the CONSULTANT

shall provide Workers Compensation Insurance for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida. Employers' Liability Insurance at limits not less than the following:

\$500,000 each accident
\$500,000 disease each employee
\$500,000 disease (policy limit)

- (2) Comprehensive General Liability: the CONSULTANT shall provide coverage for all operations including, but not limited to, contractual, independent CONSULTANT, products and complete operations and personal injury with limits not less than the following:

\$1,000,000 bodily injury & property damage - each occurrence
\$2,000,000 general aggregate

- (3) Comprehensive Business Automobile Liability: the CONSULTANT shall provide complete coverage with a combined single limit of not less than \$1,000,000 bodily injury and property damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

- (4) Professional Liability: the CONSULTANT shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 csl or its equivalent, with a combined single limit of not less than \$1,000,000, protecting the CONSULTANT against claims of the CITY for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the CONSULTANT.

- (5) Other required insurance coverage: where unusual operations are necessary to complete the work, such as use of aircraft or watercraft, use of explosives, and any high-risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the CITY which may, thereupon, require additional insurance coverages.

- b. All insurance other than workers compensation and professional liability that must be maintained by the CONSULTANT shall specifically include the CITY as an additional insured. All insurance minimum coverages extend to any subconsultant, and the CONSULTANT shall be responsible for all subconsultants.
- c. The CONSULTANT shall provide certificates of insurance to the CITY

evidencing that all such insurance is in effect prior to the issuance of the first work order under this Agreement. These certificates of insurance shall become part of this Agreement. Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve the CONSULTANT of the CONSULTANT's full responsibility for performance of any obligation including the CONSULTANT's indemnification of the CITY under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its certificate of authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite best's rating and financial size category, the CONSULTANT shall, as soon as the CONSULTANT has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to the CITY, the CONSULTANT shall be deemed to be in default of this Agreement.

- d. The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty days prior notice will be given to the CITY by submission of a new certificate of insurance.
- e. The CONSULTANT shall provide certificate of insurance directly to the CITY's designated representative. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification required by this Agreement.
- f. Nothing in this Agreement or any action relating to this Agreement shall be construed as the CITY waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.
- g. The CITY shall not be obligated or liable under the terms of this Agreement to any party other than the CONSULTANT. There are no third-party beneficiaries to this Agreement.
- h. The CONSULTANT is an independent CONSULTANT and not an agent, representative, or employee of the CITY. The CITY shall have no liability except as specifically provided in this Agreement.
- i. All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

30. **Equal Opportunity Employment / Non-Discrimination.**

The CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or

termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONSULTANT, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the federal government issued thereunder, and any and all requirements of federal or State law related thereto.

31. In performing services hereunder, CONSULTANT shall comply with all applicable federal, state and local laws and regulations. CONSULTANT shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. CONSULTANT shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for CONSULTANT to provide the type of services required hereunder.
32. CONSULTANT shall immediately notify CITY in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the CITY.
33. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.
34. Any public or private entity or official and any member of the public shall have access to any books, documents, papers, and records of the CITY and CONSULTANT which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. CONSULTANT agrees to comply with the Florida Public Records Law.

In addition to other Agreement requirements provided by law, the CONSULTANT must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service to the CITY under this agreement;
- b. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of any requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONSULTANT does not transfer the records to the public agency; and
- d. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

Failure of the CONSULTANT to abide by the terms of this provision shall be deemed a material breach of this Agreement and the CITY may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the Agreement.

35. **PUBLIC RECORDS COMPLIANCE.** CONSULTANT agrees that, to the extent that it may "act on behalf" of the CITY within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONSULTANT does not transfer the records to the public agency.
- d. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the CONSULTANT or keep and maintain public records required by the public agency to perform the service. If the CONSULTANT transfers all public records to the public agency upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- e. Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS**

**RELATING TO THIS AGREEMENT, CONTACT THE
CUSTODIAN OF PUBLIC RECORDS AT:**

**BUNNELL CITY HALL
OFFICE OF THE CITY CLERK
604 E MOODY BLVD., UNIT 6
BUNNELL, FLORIDA 32110
(386) 437-7500**

PUBLIC RECORDS COMPLIANCE INDEMNIFICATION. CONSULTANT agrees to indemnify and hold the CITY harmless against any and all claims, damage awards, and causes of action arising from the CONSULTANT's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONSULTANT's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. CONSULTANT authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against CONSULTANT in Flagler County Circuit Court on an expedited basis to enforce the requirements of this section.

36. **COMPLIANCE/CONSISTENCY WITH SECTION 768.28, FLA. STAT.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.
37. **NON-APPROPRIATION.** The CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY's annual budget approval process. If funds are not appropriated for a fiscal year, then the CONSULTANT shall be notified as soon as is practical by memorandum from the CITY Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated notwithstanding any automatic renewal as may be provided in the Agreement. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the CITY, subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by an appropriation.
38. **E-VERIFY COMPLIANCE.** CONSULTANT affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONSULTANT is registered with and uses the E-Verify system to verify the work authorization

status of all newly hired employees, that in accordance with such statute, CONSULTANT requires from each of its subconsultants an affidavit stating that the subconsultant does not employ, Agreement with, or subcontract with an unauthorized alien, and that CONSULTANT is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

39. **COMPLIANCE/CONSISTENCY WITH SCRUTINIZED COMPANIES PROVISIONS OF FLORIDA STATUTES.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an agreement for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

Accordingly, CONSULTANT hereby certifies that CONSULTANT is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONSULTANT further hereby certifies that CONSULTANT is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONSULTANT understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONSULTANT to civil penalties, attorney's fees, and/or costs. CONSULTANT further understands that any agreement with CITY for goods or services of any amount may be terminated at the option of CITY if CONSULTANT (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars (\$1,000,000) or more, the Agreement may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

40. **ATTORNEYS' FEES AND COSTS.** Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.
41. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

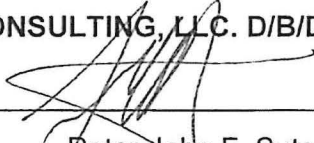
DUSTIN VOST, INFRASTRUCTURE MANAGER
PO BOX 756
BUNNELL, FL 32110

42. **EXHIBITS.** Each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

CPH CONSULTING, LLC. D/B/D CPH, LLC.



Print Name Peter-John F. Sutch

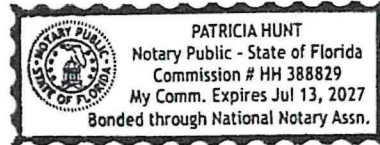
Title: President/CEO

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3 day of August, 2023, by Peter-John F. Sutch of CPH Consulting, LLC, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

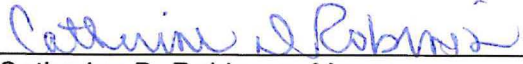


Signature of Notary Public - State of Florida



Printed/Typed/Stamped Name of Notary
My commission expires:

CITY OF BUNNELL

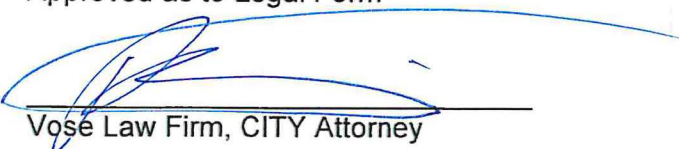


Catherine D. Robinson, Mayor

Date: 8/28/2023

ATTEST:


Kristen Bates, CITY Clerk

Approved as to Legal Form


Vose Law Firm, CITY Attorney

Exhibit A

HOURLY BILLING RATES

Effective: February 20, 2023

| Category | Rate ¹ |
|-----------------------------------|-------------------|
| Principal | \$325 |
| Program Manager | \$300 |
| Senior Project Manager | \$250 |
| Project Manager | \$200 |
| Senior Project Engineer | \$200 |
| Project Engineer | \$180 |
| | |
| Principal Traffic Engineer | \$280 |
| Senior Traffic Engineer | \$200 |
| Traffic Engineer | \$180 |
| Traffic Analyst | \$135 |
| | |
| Principal Environmental Scientist | \$280 |
| Senior Environmental Scientist | \$200 |
| Lead Environmental Scientist | \$145 |
| Environmental Scientist | \$125 |
| GIS Analyst | \$125 |
| | |
| Principal Planner | \$280 |
| Senior Planner | \$180 |
| Planner | \$140 |
| | |
| Principal Architect | \$325 |
| Senior Architect | \$225 |
| Architect | \$180 |
| Senior Architectural Manager | \$180 |
| Architectural Manager | \$160 |
| Senior Architectural Designer | \$155 |
| Architectural Designer | \$135 |
| Interior Designer | \$135 |
| | |
| Principal Structural Engineer | \$300 |
| Senior Structural Engineer | \$240 |
| Structural Engineer | \$180 |
| | |
| Principal MEP Engineer | \$280 |
| Senior MEP Project Engineer | \$220 |
| MEP Project Engineer | \$180 |
| | |
| Principal Landscape Architect | \$280 |
| Senior Landscape Architect | \$200 |
| Landscape Architect | \$150 |

| Category | Rate ¹ |
|--------------------------------------|-------------------|
| Project Coordinator | \$135 |
| | |
| Senior Project Designer | \$180 |
| Project Designer | \$155 |
| Senior Design Technician | \$135 |
| Design Technician | \$120 |
| CADD Technician | \$100 |
| | |
| Graphic Designer | \$160 |
| | |
| Administrative | \$120 |
| Clerical | \$100 |
| Network Admin. (I) | \$160 |
| | |
| Senior Construction Manager | \$200 |
| Construction Manager | \$180 |
| Construction Field Representative II | \$160 |
| Construction Field Representative I | \$125 |
| | |
| Principal Surveyor | \$280 |
| Senior Professional Surveyor | \$200 |
| Professional Surveyor and Mapper | \$160 |
| Field Technician/Designer | \$135 |
| Surveyor in Training | \$125 |
| Survey Project Manager/CADD | \$150 |
| Field Crew Coordinator | \$140 |
| Survey Party Chief | \$110 |
| Survey Instrument Man | \$100 |
| Senior Survey CADD Technician | \$140 |
| Survey CADD Technician | \$105 |
| Survey Crew (2 Man) | \$200 |
| Survey Crew (Construction Staking - | \$245 |
| Survey Crew (3 Man) | \$285 |
| GPS (1 Man) / Robotics | \$180 |
| GPS (2 Man) | \$245 |
| 1 Man Scanner/Laser Survey Crew | \$315 |
| 2 Man Scanner/Laser Survey Crew | \$350 |
| | |





City of Bunnell, Florida

Agenda Item No. E.1.

Document Date: 9/5/2023 Amount:
Department: Community Development Account #:
Subject: Ordinance 2023-09 Requesting to change the official zoning map for 32,583+/- acres of land within the City of Bunnell. - Second Reading
Agenda Section: Ordinances: (Legislative):
Goal/Priority: Quality of Life

ATTACHMENTS:

| Description | Type |
|---|-----------------|
| Ordinance 2023-09 Mass Rezoning Phase 2 | Ordinance |
| AMENDED Exhibit B | Exhibit |
| Existing Zoning Map of affected parcels | Location Map(s) |
| Proposed Zoning Map of affected parcels | Location Map(s) |

Summary/Highlights:

This is an administrative proposal to amend the City's official zoning map to assign Bunnell zoning classifications consistent with the adopted Future Land Use Map to 32,583+/- acres of land held in various ownerships. This is Phase 2 of a 3-phase effort to rezone property to an appropriate Bunnell zoning classification.

In accordance with Florida Statute, letters of notification to all affected property owners regarding First Reading were mailed out on June 19, 2023. Additionally, an advertisement for this proposed ordinance was run in the Palm Coast Observer on August 31, 2023.

This matter was last heard at the September 11, 2023 City Commission Meeting. At this meeting, the City Commission voted to approved the proposed Ordinance. In accordance with Florida Statute, this item was advertised for Second Reading in the September 14, 2023 edition of the Palm Coast Observer.

Exhibit B as mentioned during the First Reading has been amended.

Background:

The City of Bunnell annexed many thousand of acres of land into its corporate limits in 2006-2007. The City's comprehensive plan was amended to provide future land use designations for the

annexed land. These new land use designations were a one-to-one translation from the Flagler County future land use designation that were already on a particular property to the closest City equivalent. The underlying Flagler County zoning was left in place. Up until Phase 1 of this rezoning effort, almost all the annexed lands still retained their obsolete Flagler County zoning. A few properties having no zoning at all are shown on the official zoning map as "ND-No Designation."

This is a problem because land without City of Bunnell zoning is not covered by the City's Land Development Code. At the same time, the city does not have the authority to administer the County's land development code. This makes the remaining Flagler County zoning essentially a holding category and this is meant that property owners have been required to go through zoning changes before they can obtain building permits. Many property owners have had planned projects significantly delayed because they had not anticipated the time and expense associated with a rezoning.

To remedy this situation, the City of Bunnell has embarked on this 3-Phase mass rezoning effort. The City's planning consultant was directed to assign proposed Bunnell zoning classifications based on the Future Land Use Map in the City of Bunnell Comprehensive Plan 2035. This is a conformance with Florida Law which requires that all land development regulations which include the zoning map to be consistent with the City's Comprehensive Plan. This item is Phase 2 of a 3-Phase mass rezoning of properties that will provide Bunnell zoning classifications for properties without City zoning. Phase 1 included those properties without City of Bunnell zoning classifications that did not have any portion of the property designated as Conservation-1 or Conservation-2 on the City's Future Land Use Map. Phase 1 was concluded in August of 2022. Phase 2 includes the non-conservation portions of the properties excluded from Phase 1. Phase 3 will address the remaining portions of the properties that do have conservation designations. It is anticipated that the scope of Phase 3 will involve changes to the City's comprehensive plan, the land development code, and the zoning map.

Staff held a community meeting on April 9, 2023. All the owners of the property included in phase 2 & 3 were notified of the workshop. At the meeting, City staff and ZevCohen & Associates personnel reviewed the annexation history of the properties, the results of Phase 1 of the mass rezoning, described the plans for phases 2 & 3 and answered questions.

Individual public hearing notices were mailed to each of the affected property owners on July 19, 2023. The notices identified the affected properties by parcel number, listed their existing City Future Land Use Map designation and obsolete Flagler County zoning classifications as well as the proposed new Bunnell zoning classification.

Staff Recommendation:

Adopt Ordinance 2023-09 Request to change the official zoning map for 32,583+/- acres of land within the City of Bunnell. - Second Reading

City Attorney Review:

Approved

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2023-09

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING APPROXIMATELY 32,583± ACRES WITHIN THE CITY OF BUNNELL AS DESCRIBED IN EXHIBIT “B” PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the properties to be rezoned are certain parcels of real property, which land totals approximately 32,583± acres, and which parcels are identified by Parcel Identification Numbers in the attached Exhibit “B”; and

WHEREAS, the City of Bunnell has petitioned to rezone said parcels of real property from various Flagler County and undesignated zoning classifications to the zoning classifications shown in Exhibit “B as corresponding to each specified parcel, all in accordance with the City of Bunnell Comprehensive Plan, and

WHEREAS, the City’s Community Department has conducted a thorough review and analysis of the general planning and land development issues should the subject rezoning be approved and has otherwise reviewed and evaluated the rezoning to determine whether it comports with sound and generally accepted land use planning practices and principles as well as whether the rezoning is consistent with the goals, objectives and policies set forth in the City’s *Comprehensive Plan*; and

WHEREAS, on August 1, 2023, the Planning, Zoning and Appeals Board of the City of Bunnell reviewed this request and recommended approval of the proposed ordinance to the City Commission; and

WHEREAS, professional City planning staff, the City’s Planning, Zoning and Appeals Board and the City Commission have determined that the proposed rezoning of the subject properties as set forth in this Ordinance is consistent with the *Comprehensive Plan of the City of Bunnell*, the land development regulations of the City of Bunnell, and the controlling provisions of State law; and

WHEREAS, the City Commission of the City of Bunnell, Florida has taken, as implemented by City staff, all actions relating to the rezoning action set forth herein in accordance with the requirements and procedures mandated by State law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:

Section 1. Legislative Findings and Intent.

(a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed rezoning of the subject properties as well as the recitals (whereas clauses) to this Ordinance.

(b) The subject properties, which are approximately 32,583± acres in size, are those parcels identified by Parcel Identification Numbers as shown within Exhibit “B”.

(c) The City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

Section 2. Rezoning of Real Property/Implementing Actions.

(a) Upon enactment of this Ordinance the following described properties, as depicted in the map attached to this Ordinance, and totaling approximately 32,583± acres in size, shall be rezoned to the zoning classifications shown in Exhibit “B” as corresponding to each specified parcel and as depicted in the maps attached to this ordinance from various Flagler County and undesignated zoning classifications; and

(b) The City Manager, or designee, is hereby authorized to execute any and all documents necessary to formalize approval of the rezoning action taken herein and to revise and amend the Official Zoning Map or Maps of the City of Bunnell as may be appropriate to accomplish the action taken in this Ordinance.

(c) Conditions of development relating to the subject property may be incorporated into the subsequent pertinent development orders and such development orders may be subject to public hearing requirements in accordance with the provisions of controlling law.

Section 3. Incorporation of Maps.

The maps attached as Exhibit “A” to this Ordinance are hereby ratified and affirmed and incorporated into this Ordinance as a substantive part of this Ordinance.

Section 4. Conflicts.

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed.

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 6. Non-codification.

This Ordinance shall be not be codified in the *City Code of the City of Bunnell* or the *Land Development Code of the City of Bunnell*; provided, however, that the actions taken herein shall be depicted on the zoning maps of the City of Bunnell by the City Manager, or designee.

Section 7. Effective Date

This Ordinance shall take effect upon adoption.

First Reading: Approved on this 11th day of September 2023.

Second/Final Reading: adopted on this 25th day of September 2023.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

Attest:

Seal: _____
Kristen Bates, CMC, City Clerk

Exhibit "A" Amended Zoning Map

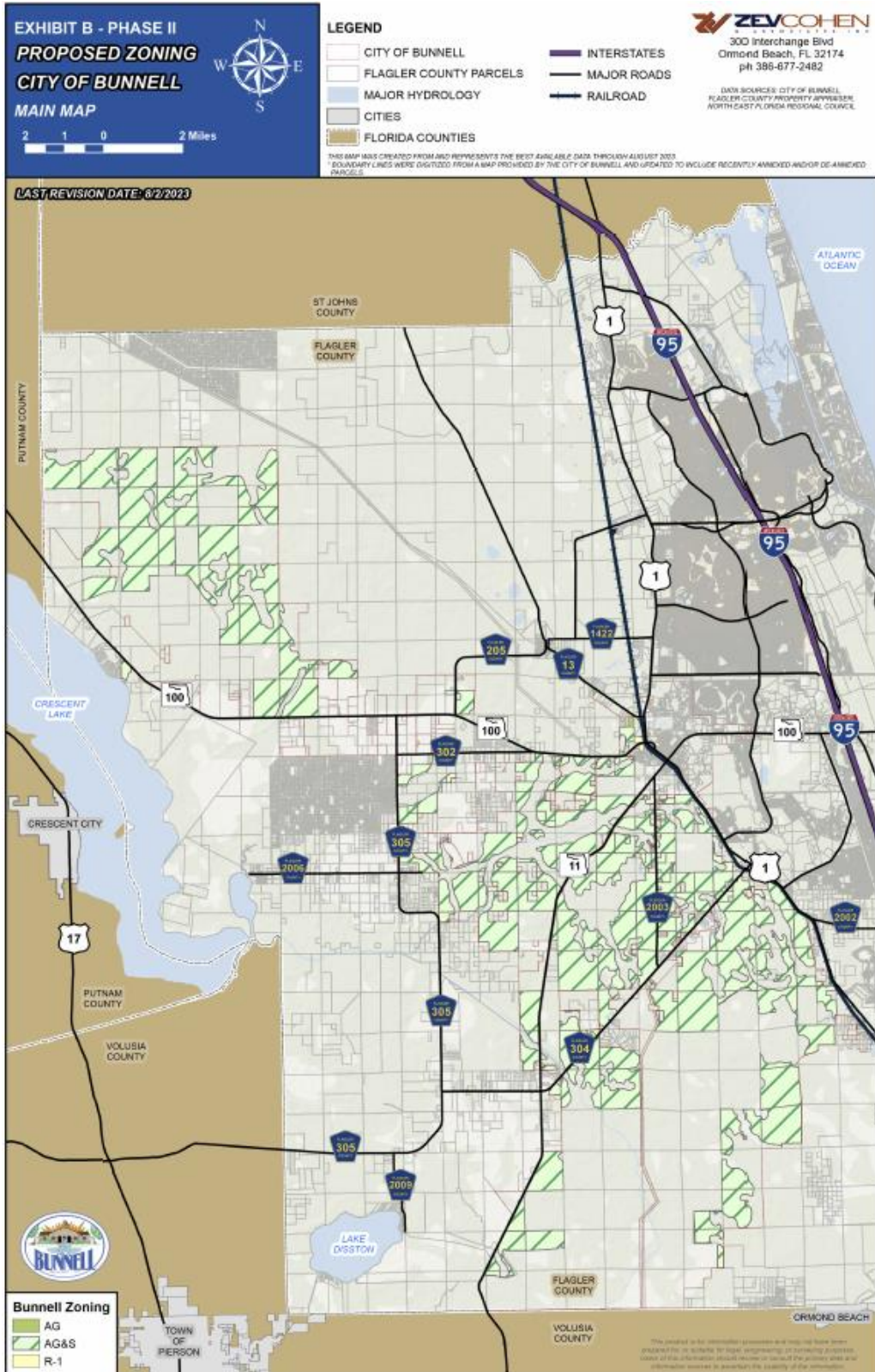


Exhibit “B”

Parcels Affected List

EXHIBIT B - PARCELS TO BE REZONED (PHASE II)

| PARCEL ID | FUTURE LAND USE | CURRENT ZONING | PROPOSED ZONING | PRIMARY OWNER | ADDRESS LINE 1 | ADDRESS LINE 2 | ADDRESS (CITY) | ADDRESS (STATE) | ADDRESS (ZIP) |
|--------------------------|------------------------------------|------------------------------|----------------------------------|--------------------------------------|------------------------------|-----------------------|----------------|-----------------|---------------|
| 15-12-29-5550-00140-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | STERLING DOROTHY T | | PO BOX 1784 | BUNNELL | FL | 32110 |
| 15-12-29-5550-00160-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | STERLING DOROTHY TUCKER | | PO BOX 1784 | BUNNELL | FL | 32110 |
| 15-12-30-0650-000D0-0211 | SF-LOW SINGLE FAMILY - LOW DENSITY | ND UNDESIGNATED | R-1 SINGLE-FAMILY RESIDENTIAL | N/A | N/A | N/A | N/A | N/A | N/A |
| 15-12-30-0850-000B0-0044 | SF-LOW SINGLE FAMILY - LOW DENSITY | ND UNDESIGNATED | R-1 SINGLE-FAMILY RESIDENTIAL | BUCKLES RANDALL E & PENELOPE N H&W | | 601 N PINE STREET | BUNNELL | FL | 32110 |
| 15-12-30-0850-000B0-0061 | SF-LOW SINGLE FAMILY - LOW DENSITY | ND UNDESIGNATED | R-1 SINGLE-FAMILY RESIDENTIAL | PENELOPE RANDALL E & PENELOPE N H&W | | 601 N PINE STREET | BUNNELL | FL | 32110 |
| 15-13-30-0650-000A0-0030 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | WEYERHAEUSER COMPANY | | 205 PERRY LANE ROAD | BRUNSWICK | GA | 31525 |
| 15-13-30-0650-000A0-0040 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | WEYERHAEUSER COMPANY | | 205 PERRY LANE ROAD | BRUNSWICK | GA | 31525 |
| 16-11-28-0000-01010-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | RAYONIER FOREST RESOURCES LP | C/O RAYONIER TAX COORDINATOR | 1 RAYONIER WAY | WILDLIGHT | FL | 32097 |
| 16-11-28-0000-01010-0010 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | RAYONIER FOREST RESOURCES LP | C/O RAYONIER TAX COORDINATOR | 1 RAYONIER WAY | WILDLIGHT | FL | 32097 |
| 16-12-30-0650-000A0-0010 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | ALLEN LANDS LLC* | C/O TAX DEPT | 205 PERRY LANE ROAD | BRUNSWICK | GA | 31525 |
| 16-12-30-0650-000B0-0010 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | ALLEN LANDS LLC* | C/O TAX DEPT | 205 PERRY LANE ROAD | BRUNSWICK | GA | 31525 |
| 16-12-30-0750-00020-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | ALLEN LANDS LLC* | C/O TAX DEPT | 205 PERRY LANE ROAD | BRUNSWICK | GA | 31525 |
| 16-13-30-0000-01020-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | BARTON DENISE T & CRAIG C | BARTON-TRUSTEES | 5404 CR 304 | BUNNELL | FL | 32110 |
| 16-13-30-0000-01020-0010 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | BARTON JEREMY & JILL H&W | | 5404 COUNTY ROAD 304 | BUNNELL | FL | 32110 |
| 17-11-28-0000-01010-0020 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | RAYONIER FOREST RESOURCES LP | C/O RAYONIER TAX COORDINATOR | 1 RAYONIER WAY | WILDLIGHT | FL | 32097 |
| 17-12-30-0650-000D0-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | ALLEN LANDS LLC* | C/O TAX DEPT | 205 PERRY LANE ROAD | BRUNSWICK | GA | 31525 |
| 17-13-30-0000-04040-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | WILCOX DAN A | & DIONE E H&W | 65 S COUNTY ROAD 135 | BUNNELL | FL | 32110 |
| 17-13-31-0000-01010-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | DUPONT LANDHOLDING LLC | TRUSTEE | PO BOX 550 | BUNNELL | FL | 32110 |
| 18-12-30-5550-00010-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | ALLEN LANDS LLC* | C/O TAX DEPT | 205 PERRY LANE ROAD | BRUNSWICK | GA | 31525 |
| 18-12-30-5550-00050-0110 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | ALLEN LANDS LLC* | C/O TAX DEPT | 205 PERRY LANE ROAD | BRUNSWICK | GA | 31525 |
| 18-12-30-5550-00130-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | ALLEN LANDS LLC* | C/O TAX DEPT | 205 PERRY LANE ROAD | BRUNSWICK | GA | 31525 |
| 18-12-30-5550-00160-0010 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | DODGEN CHARLES H & | MONA M H&W | PO BOX 1449 | BUNNELL | FL | 32110 |
| 18-13-30-0000-01010-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | SORENSEN COLLEEN T & DELLAS | H SORENSEN -TRUSTEES | PO BOX 85 | LENDALE | UT | 84729 |
| 18-13-31-0000-01010-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | AG ONE LLC TRUSTEE | AG ONE LAND TRUST | PO BOX 2288 | BUNNELL | FL | 32117 |
| 18-14-30-0000-01010-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | WEYERHAEUSER COMPANY | | 205 PERRY LANE ROAD | BRUNSWICK | GA | 31525 |
| 19-12-30-0650-000D0-0040 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | ALLEN LANDS LLC | | 720 COUNTY ROAD 304 | BUNNELL | FL | 32110 |
| 19-12-30-5550-00020-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | ALLEN LANDS LLC* | C/O TAX DEPT | 205 PERRY LANE ROAD | BRUNSWICK | GA | 31525 |
| 19-12-30-5550-00020-0010 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | DODGEN CHARLES H | & MONA M H&W | PO BOX 1449 | BUNNELL | FL | 32110 |
| 19-12-30-5550-00070-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | ALLEN LANDS LLC | | 720 COUNTY ROAD 304 | BUNNELL | FL | 32110 |
| 19-12-30-5550-00110-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | ALLEN LANDS LLC* | C/O TAX DEPT | 205 PERRY LANE ROAD | BRUNSWICK | GA | 31525 |
| 19-13-30-1650-01060-0040 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | SMITH MICHAEL C | & ROXIANNE SMITH | 22 SENTINEL TRAIL | PALM COAST | FL | 32164 |
| 19-13-30-1650-01060-0051 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | SCHATZ AUSTIN EDWARD | | 500 NORTH FLAGLER AVE | FLAGLER BEACH | FL | 32136 |
| 19-13-30-1650-03010-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | SORENSEN COLLEEN T & DELLAS H | SORENSEN -TRUSTEES | PO BOX 85 | LENDALE | UT | 84729 |
| 19-13-31-0000-01010-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | LAND TRUST PROPERTIES LLC | TRUSTEE | PO BOX 2993 | BUNNELL | FL | 32110 |
| 20-11-28-0000-01010-0020 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | RAYONIER FOREST RESOURCES LP | C/O RAYONIER TAX COORDINATOR | 1 RAYONIER WAY | WILDLIGHT | FL | 32097 |
| 20-12-30-0650-000A0-0030 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | ALLEN LANDS LLC* | C/O TAX DEPT | 205 PERRY LANE ROAD | BRUNSWICK | GA | 31525 |
| 20-12-30-0650-000C0-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | ALLEN LANDS LLC* | C/O TAX DEPT | 205 PERRY LANE ROAD | BRUNSWICK | GA | 31525 |
| 20-13-30-0000-03020-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | WILCOX DAN A | & DIONE E H&W | 65 S COUNTY ROAD 135 | BUNNELL | FL | 32110 |
| 20-13-30-1650-01010-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | HEATON RAYMOND V | TRUSTEE | PO BOX 204 | LENDALE | UT | 84729 |
| 20-13-30-1650-01010-0030 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | TAYLOR CRESSTON R | H&W LIFE ESTATE | 6050 COUNTY RD 304 | BUNNELL | FL | 32110 |
| 20-13-30-1650-01010-0040 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | MILLER RICHARD EUGENE & | COLENE KAY MILLER | 5840 COUNTY ROAD 304 | BUNNELL | FL | 32110 |
| 20-13-30-1650-01010-0050 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | MOISAO ANTONIO B & MARIA J | | 6000 COUNTY ROAD 304 | BUNNELL | FL | 32110 |
| 20-13-30-1650-01010-0060 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | MELVIN ALEX J | TRUSTEE | 1648 TAYLOR ROAD #478 | PORT ORANGE | FL | 32128 |
| 20-13-31-0000-04010-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | DUPONT LANDHOLDING LLC TRUSTEE | CRACKER SWAMP LAND TRUST | PO BOX 550 | BUNNELL | FL | 32110 |
| 20-13-31-0000-04010-0040 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | DUPONT LANDHOLDING LLC TRUSTEE | CRACKER SWAMP LAND TRUST | PO BOX 550 | BUNNELL | FL | 32110 |
| 20-13-31-0000-04010-0050 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | DUPONT LANDHOLDING LLC TRUSTEE | CRACKER SWAMP LAND TRUST | PO BOX 550 | BUNNELL | FL | 32110 |
| 21-11-28-0000-01010-0010 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | RAYONIER FOREST RESOURCES LP | C/O RAYONIER TAX COORDINATOR | 1 RAYONIER WAY | WILDLIGHT | FL | 32097 |
| 21-12-30-0000-01010-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | BROWN & JOHNSTON & JOLY & DURSHIMER* | C/O TAX DEPT | 205 PERRY LANE ROAD | BRUNSWICK | GA | 31525 |
| 21-12-30-0000-01010-0010 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | ALLEN LANDS LLC* | C/O TAX DEPT | 205 PERRY LANE ROAD | BRUNSWICK | GA | 31525 |
| 21-13-30-0000-01010-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | THREE STEPS FOREST LLC | | 8 CENTER STREET | EXETER | NH | 3833 |
| 21-13-31-0650-000B0-0021 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | BOUDREAU DALE | | 705 HOPE STREET | ORMOND BEACH | FL | 32174 |
| 22-11-28-0000-01010-0010 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | M.L. SPALDING LTD PARTNERSHIP | % TAYLOR SPALDING | 744 ATTITUDE AVE | DAYTONA BEACH | FL | 32124 |
| 22-12-29-5550-00010-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | STERLING DOROTHY T | | PO BOX 1784 | BUNNELL | FL | 32110 |
| 22-12-29-5550-00030-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | TUCKER ELBERT F & | PAMELA M H&W | 926 CR 90 E | BUNNELL | FL | 32110 |
| 22-12-29-5550-00050-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | TUCKER ELBERT F & | PAMELA M H&W | 926 CR 90 E | BUNNELL | FL | 32110 |
| 22-12-30-0650-000A0-0010 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | BROWN & JOHNSTON & JOLY & DURSHIMER* | C/O TAX DEPT | 205 PERRY LANE ROAD | BRUNSWICK | GA | 31525 |
| 22-12-30-0650-000A0-0060 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | BROWN & JOHNSTON & JOLY & DURSHIMER* | C/O TAX DEPT | 205 PERRY LANE ROAD | BRUNSWICK | GA | 31525 |
| 22-12-30-0650-000B0-0010 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | BROWN & JOHNSTON & JOLY & DURSHIMER* | C/O TAX DEPT | 205 PERRY LANE ROAD | BRUNSWICK | GA | 31525 |
| 22-12-30-0650-000C0-0120 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | BROWN & JOHNSTON & JOLY & DURSHIMER* | C/O TAX DEPT | 205 PERRY LANE ROAD | BRUNSWICK | GA | 31525 |
| 22-12-30-0650-000D0-0010 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | BROWN & JOHNSTON & JOLY & DURSHIMER* | C/O TAX DEPT | 205 PERRY LANE ROAD | BRUNSWICK | GA | 31525 |
| 22-12-30-0650-000D0-0030 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | BROWN & JOHNSTON & JOLY & DURSHIMER* | C/O TAX DEPT | 205 PERRY LANE ROAD | BRUNSWICK | GA | 31525 |
| 22-12-30-0650-000D0-0040 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | BROWN & JOHNSTON & JOLY & DURSHIMER* | C/O TAX DEPT | 205 PERRY LANE ROAD | BRUNSWICK | GA | 31525 |
| 22-12-30-0650-000D0-0041 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | GONCALVES KENNY | & CINDY CHIRI-GONCALVES H&W | 61 FRANCIS LANE | PALM COAST | FL | 32137 |
| 23-11-28-0000-01010-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | M.L. SPALDING LTD PARTNERSHIP | % TAYLOR SPALDING | 744 ATTITUDE AVE | DAYTONA BEACH | FL | 32124 |
| 23-12-30-0650-000A0-0060 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | BROWN & JOHNSTON & JOLY & DURSHIMER* | C/O TAX DEPT | 205 PERRY LANE ROAD | BRUNSWICK | GA | 31525 |
| 23-12-30-0650-000B0-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | BROWN & JOHNSTON & JOLY & DURSHIMER* | C/O TAX DEPT | 205 PERRY LANE ROAD | BRUNSWICK | GA | 31525 |
| 23-12-30-0650-000D0-0040 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | BROWN & JOHNSTON & JOLY & DURSHIMER* | C/O TAX DEPT | 205 PERRY LANE ROAD | BRUNSWICK | GA | 31525 |
| 23-14-29-0000-02010-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | WEYERHAEUSER COMPANY | | 205 PERRY LANE ROAD | BRUNSWICK | GA | 31525 |
| 24-11-28-0000-01010-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | M.L. SPALDING LTD PARTNERSHIP | % TAYLOR SPALDING | 744 ATTITUDE AVE | DAYTONA BEACH | FL | 32124 |
| 24-12-30-0650-000C0-0070 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | BROWN & JOHNSTON & JOLY & DURSHIMER* | C/O TAX DEPT | 205 PERRY LANE ROAD | BRUNSWICK | GA | 31525 |
| 24-14-29-0000-01010-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | WEYERHAEUSER COMPANY | | 205 PERRY LANE ROAD | BRUNSWICK | GA | 31525 |
| 25-11-28-0000-01010-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | M.L. SPALDING LTD PARTNERSHIP | % TAYLOR SPALDING | 744 ATTITUDE AVE | DAYTONA BEACH | FL | 32124 |
| 25-12-29-0000-01010-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | ALLEN LANDS LLC* | C/O TAX DEPT | 205 PERRY LANE ROAD | BRUNSWICK | GA | 31525 |
| 25-12-29-0000-01011-0000 | AG&S AGRICULTURE & SILVICULTURE | AC (F) AGRICULTURE (FLAGLER) | AG&S AGRICULTURAL & SILVICULTURE | ALLEN LANDS LLC* | C/O TAX DEPT | 205 PERRY LANE ROAD | BRUNSWICK | | |

EXHIBIT B - PHASE II

**EXISTING ZONING
CITY OF BUNNELL**

MAIN MAP



2 1 0 2 Miles

LEGEND

- CITY OF BUNNELL
- FLAGLER COUNTY PARCELS
- MAJOR HYDROLOGY
- CITIES
- FLORIDA COUNTIES
- INTERSTATES
- MAJOR ROADS
- RAILROAD



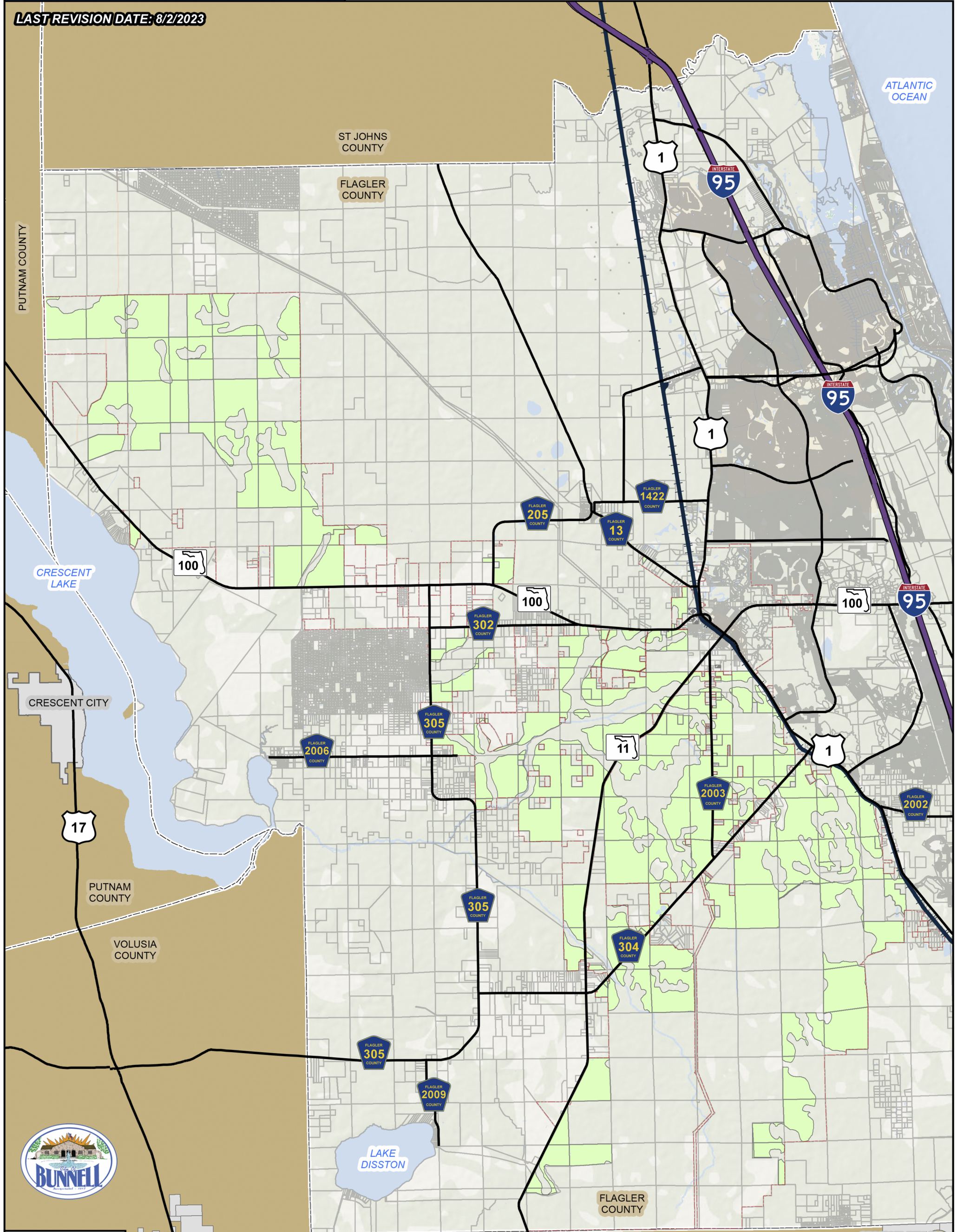
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482

DATA SOURCES: CITY OF BUNNELL,
FLAGLER COUNTY PROPERTY APPRAISER,
NORTH EAST FLORIDA REGIONAL COUNCIL

THIS MAP WAS CREATED FROM AND REPRESENTS THE BEST AVAILABLE DATA THROUGH AUGUST 2023.

* BOUNDARY LINES WERE DIGITIZED FROM A MAP PROVIDED BY THE CITY OF BUNNELL AND UPDATED TO INCLUDE RECENTLY ANNEXED AND/OR DE-ANNEXED PARCELS.

LAST REVISION DATE: 8/2/2023



Bunnell Zoning

- AC (F)
- ND



This product is for information purposes and may not have been prepared for, or suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

EXHIBIT B - PHASE II
PROPOSED ZONING
CITY OF BUNNELL

MAIN MAP



2 1 0 2 Miles

LEGEND

- CITY OF BUNNELL
- FLAGLER COUNTY PARCELS
- MAJOR HYDROLOGY
- CITIES
- FLORIDA COUNTIES
- INTERSTATES
- MAJOR ROADS
- RAILROAD

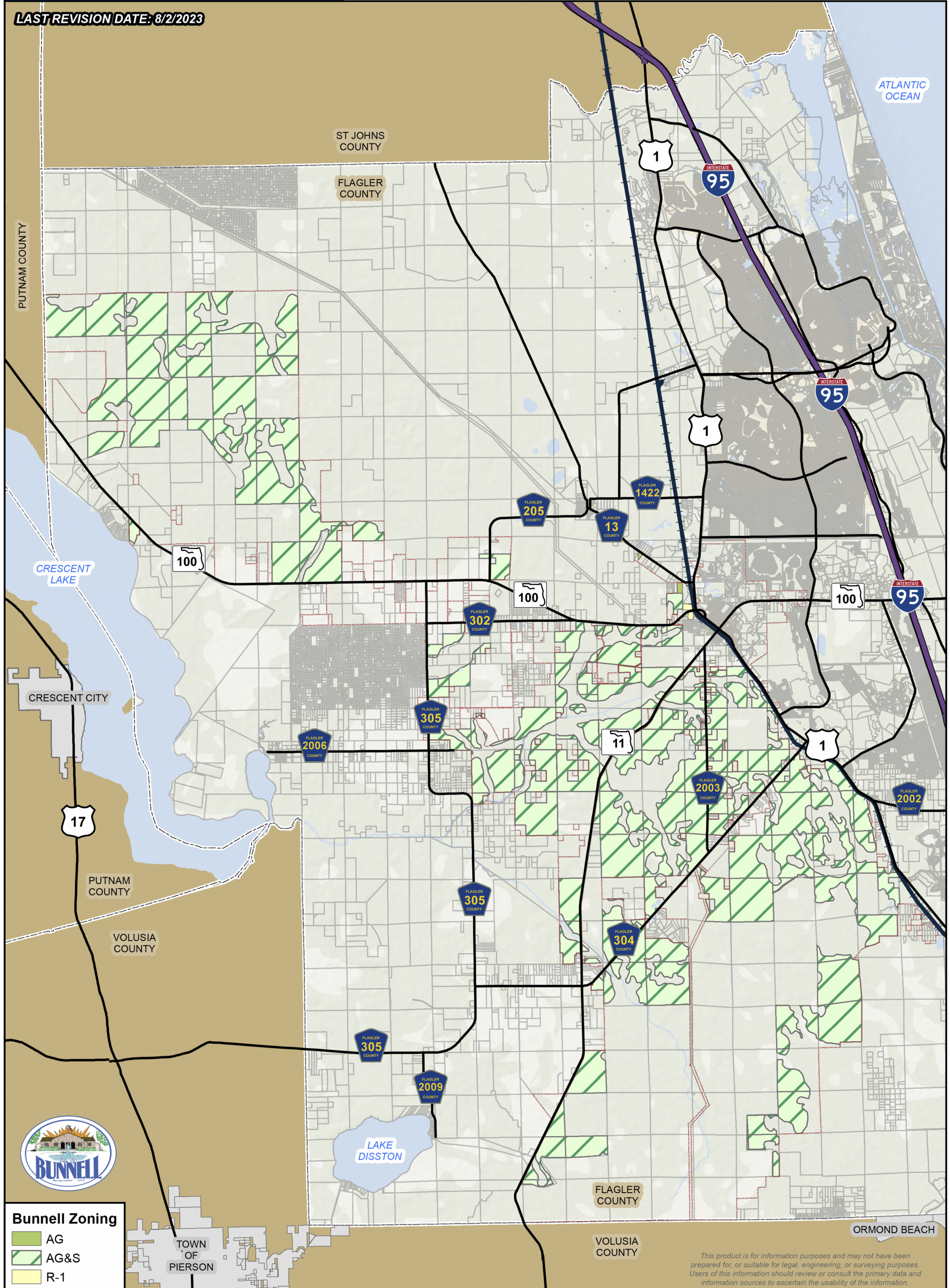


300 Interchange Blvd
 Ormond Beach, FL 32174
 ph 386-677-2482

DATA SOURCES: CITY OF BUNNELL,
 FLAGLER COUNTY PROPERTY APPRAISER,
 NORTH EAST FLORIDA REGIONAL COUNCIL

THIS MAP WAS CREATED FROM AND REPRESENTS THE BEST AVAILABLE DATA THROUGH AUGUST 2023.
 * BOUNDARY LINES WERE DIGITIZED FROM A MAP PROVIDED BY THE CITY OF BUNNELL AND UPDATED TO INCLUDE RECENTLY ANNEXED AND/OR DE-ANNEXED PARCELS.

LAST REVISION DATE: 8/2/2023



- Bunnell Zoning**
- AG
 - AG&S
 - R-1

This product is for information purposes and may not have been prepared for, or suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.



City of Bunnell, Florida

Agenda Item No. F.1.

Document Date: 9/11/2023 Amount:
Department: Finance Account #:
Subject: Public Hearing: Resolution 2023-07 Adopting the Final Millage Rate for Fiscal Year 2023/2024
Agenda Section: Resolutions: (Legislative):

ATTACHMENTS:

| Description | Type |
|--------------------|------------|
| Resolution 2023-07 | Resolution |

Summary/Highlights:

As required by State Statute, this is the final Public Hearing to consider the tentative millage rate for FY 2023/2024. The millage rate being proposed is 7.9300 mils which is a half mil (.5) increase over the current year's millage rate of 7.43 mils.

Background:

The Truth In Millage (TRIM) law requires that the following be announced at the public hearing:

"The Millage Rate of 7.9300 is 13.45% greater than the computed rolled-back rate of 6.9912. The Rolled-Back Rate is the millage rate that will generate the same amount of ad valorem revenues as the prior year, less the value of new construction.

The increase is being proposed for several reasons but the highlights are; 1) The City can have a structurally balanced General Fund operating budget, meaning that recurring revenues are sufficient to meet recurring expenditures 2) To implement salary and associated operating adjustments to the Police Department so we can recruit and retain qualified staff 3) Afford the rising costs of insurance and supplies 4) Fund the increase required by the Florida Retirement System

An opportunity for public comment on the millage rate and budget is also specifically required by statute.

Staff Recommendation:

Adopt Resolution 2023-07 Setting the Millage Rate of 7.9300 for Fiscal Year 2023-2024

City Attorney Review:

Approved

Finance Department Review/Recommendation:

Adopt Resolution 2023-07 Setting the Millage Rate of 7.9300 for Fiscal Year 2023-2024

City Manager Review/Recommendation:

Approval.

RESOLUTION 2023-07

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA ADOPTING A FINAL MILLAGE RATE FOR THE LEVY OF AD VALOREM TAXES FOR FISCAL YEAR 2023-2024 ON ALL TAXABLE PROPERTY LOCATED WITHIN THE CITY OF BUNNELL, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Flagler County Property Appraiser has certified the quantity of taxable property within the City of Bunnell for Fiscal Year 2023-2024; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the City of Bunnell has been certified by the Flagler County Property Appraiser as of January 1, 2023; and

WHEREAS, the City Manager has delivered the Recommended Annual Operating Budget for FY 2023-2024 in accordance with Article IV, Section 4.04 of the City Charter; and

WHEREAS, the City Commission of the City of Bunnell, Flagler County, Florida, on September 11, 2023 adopted a tentative millage rate of 7.9300 following a public hearing as required by Florida Statute 200.065;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA:

Section 1:

That the City Commission hereby adopts and imposes a final millage rate of 7.9300 for ad valorem taxation within the City of Bunnell, Florida for the 2023-2024 fiscal year. This final ad valorem tax shall be levied upon the 2023 Tax Assessment Roll for ad valorem tax on all taxable property located within the City of Bunnell and is to be used for the City's fiscal year beginning October 1, 2023 and ending September 30, 2024.

Section 2:

The ad valorem millage rate to be levied upon all taxable property located within the City of Bunnell is 13.45% greater than the computed rolled-back rate of 6.9912.

Section 3:

This resolution shall become effective immediately upon its adoption.

DULY ADOPTED by the City Commission of the City of Bunnell, Florida, on the 25th day of September 2023.

CITY OF BUNNELL, FLORIDA

Catherine D. Robinson, Mayor

Approved as to Form:

Vose Law Firm, City Attorney

ATTEST:

Kristen Bates, CMC, City Clerk

Seal:



City of Bunnell, Florida

Agenda Item No. F.2.

Document Date: 9/11/2023 Amount:
Department: Finance Account #:
Subject: Public Hearing: Resolution 2023-08 Adopting the Fiscal Year 2023/2024
Budget
Agenda Section: Resolutions: (Legislative):

ATTACHMENTS:

| Description | Type |
|--------------------|------------|
| Resolution 2023-08 | Resolution |
| Exhibit A | Exhibit |

Summary/Highlights:

As required by State Statute, this is the final Public Hearing to consider Resolution 2023-08 adopting the operating budget for FY 2023/2024.

Background:

Staff created the tentative budget in May and June. There was a General Fund budget workshop held on August 21st and an Enterprise Fund budget workshop held on August 7th. The first budget public hearing was held on September 11, 2023. All discussed changes have been made and the final budget is being submitted for public comment and final approval.

Staff Recommendation:

Adopt Resolution 2023-08 Setting the Operating Budget for Fiscal Year 2023-2024.

City Attorney Review:

Approved

Finance Department Review/Recommendation:

Adopt Resolution 2023-08 Setting the Operating Budget for Fiscal Year 2023-2024.

City Manager Review/Recommendation:

RESOLUTION 2023-08

A RESOLUTION OF THE CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA; ADOPTING A FINAL ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Bunnell, Florida, on September 11, 2023 adopted a tentative operating budget following a public hearing as required by Florida Statutes 200.065; and

WHEREAS, the City Manager of the City of Bunnell, Florida, has submitted to the City Commission of the City of Bunnell, the Recommended Annual Operating Budget for FY 2023-2024 in the amount of \$41,985,323 (Forty-One Million Nine Hundred Eighty-Five Thousand Three Hundred Twenty-Three Dollars and 00/100), of which \$34,212,766 (Thirty-Four Million Two Hundred Twelve Thousand Seven Hundred Sixty-Six Dollars and 00/100) is budgeted for expenditures and \$7,772,557 (Seven Million Seven Hundred Seventy-Two Thousand Five Hundred Fifty-Seven Dollars and 00/100) is budgeted reserves; and

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF BUNNELL AS FOLLOWS:

Section 1:

The above "WHEREAS" clauses are incorporated by reference.

Section 2:

The City Commission hereby adopts the Final Annual Operating Budget, attached hereto and by reference made a part hereof as "Exhibit A" for the City of Bunnell, Florida for the fiscal year beginning October 1, 2023, and ending September 30, 2024.

Section 3:

This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED by the City Commission of the City of Bunnell, Florida, on the 25th day of September 2023.

CITY OF BUNNELL, FLORIDA

Catherine D. Robinson, Mayor

APPROVED AS TO FORM AND LEGALITY:

Vose Law Firm, City Attorney

ATTEST:

Kristen Bates, CMC, City Clerk

Seal:

EXHIBIT A

FY2023/24 General Fund 001
 PREPARED: 8/25/2023
 FINANCE: Kristi Moss

| |
|--------------------|
| APPROVED BUDGET |
|--------------------|

REVENUES:

| | |
|--|-----------------------------------|
| AD VALOREM TAXES (7.93 MILLS + DELINQUENT) | 2,790,142 |
| LOCAL OPTION TAXES | 320,000 |
| UTILITY SERVICE TAXES | 578,000 |
| COMMUNICATION SERVICES TAX | 180,000 |
| LOCAL BUSINESS TAXES | 120,000 |
| PERMITS & FEES | 141,900 |
| FRANCHISE FEES | 325,000 |
| FEDERAL GRANTS | 688,000 |
| STATE GRANTS | 500,000 |
| STATE SHARED REVENUES | 310,600 |
| CHARGES FOR SERVICES | 678,659 |
| FINES | 30,000 |
| OTHER | 42,200 |
| INTERFUND TRANSFERS IN | 241,828 |
| TOTAL REVENUES: | <u>\$ 6,946,329</u> |
| CASH FORWARD: | <u>\$ 1,704,004</u> |
| TOTAL REVENUES PLUS CASH FORWARD: | <u><u>\$ 8,650,333</u></u> |

EXPENDITURES:

| | |
|--|-----------------------------------|
| LEGISLATIVE | 265,111 |
| EXECUTIVE | 465,118 |
| FINANCIAL & ADMINISTRATIVE | 614,286 |
| LEGAL | 90,520 |
| IT | 154,495 |
| MUNICIPAL COMPLEX | 243,772 |
| POLICE | 2,535,882 |
| COMMUNITY DEVELOPMENT | 311,539 |
| ENGINEERING | 89,299 |
| STORMWATER MANAGEMENT | 892,013 |
| PUBLIC WORKS | 728,812 |
| FLEET MAINTENANCE | 129,572 |
| ECONOMIC ENVIRONMENT | - |
| HEALTH SERVICES | 27,000 |
| PARKS & RECREATION | 981,153 |
| TOTAL EXPENDITURES: | <u>\$ 7,528,572</u> |
| RESERVES: | <u>\$ 1,121,761</u> |
| TOTAL EXPENDITURES PLUS RESERVES: | <u><u>\$ 8,650,333</u></u> |

FY2023/24
PREPARED: CRA Fund 101
FINANCE: 8/25/2023
Kristi Moss

| | |
|--|--------------------|
| | APPROVED BUDGET |
|--|--------------------|

REVENUES:

| | |
|--|-------------------------|
| AD VALOREM TAXES | 27,566 |
| INTEREST | <u>10</u> |
| TOTAL REVENUES: | \$ 27,576 |
| CASH FORWARD: | <u>\$ 3,674</u> |
| TOTAL REVENUES PLUS CASH FORWARD: | <u>\$ 31,250</u> |

EXPENDITURES:

| | |
|--|-------------------------|
| TOTAL EXPENDITURES: | \$ - |
| RESERVES: | <u>\$ 31,250</u> |
| TOTAL EXPENDITURES PLUS RESERVES: | <u>\$ 31,250</u> |

FY2023/24 Building Fund 118
PREPARED: 8/25/2023
FINANCE: Kristi Moss

| | |
|--|--------------------|
| | APPROVED BUDGET |
|--|--------------------|

REVENUES:

| | |
|--|---------------------------------|
| BUILDING PERMIT FEES | 385,000 |
| INTEREST REVENUE | <u>2,000</u> |
| TOTAL REVENUES: | \$ 387,000 |
| CASH FORWARD: | <u>\$ -</u> |
| TOTAL REVENUES PLUS CASH FORWARD: | <u><u>\$ 387,000</u></u> |

EXPENDITURES:

| | |
|--|---------------------------------|
| COMM DEV/BUILDING | <u>365,988</u> |
| TOTAL EXPENDITURES: | \$ 365,988 |
| RESERVES: | <u>\$ 21,012</u> |
| TOTAL EXPENDITURES PLUS RESERVES: | <u><u>\$ 387,000</u></u> |

FY2023/24
PREPARED: Impact Fee Fund 303
FINANCE: 8/25/2023
Kristi Moss

| | |
|--|--------------------|
| | APPROVED BUDGET |
|--|--------------------|

REVENUES:

| | |
|--|--------------------------|
| IMPACT FEES | 153,000 |
| TOTAL REVENUES: | \$ 153,000 |
| CASH FORWARD: | \$ - |
| TOTAL REVENUES PLUS CASH FORWARD: | <u>\$ 153,000</u> |

EXPENDITURES:

| | |
|--|--------------------------|
| LAW ENFORCEMENT | 19,000 |
| PUBLIC WORKS/TRANSPORTATION | 125,000 |
| PARKS & RECREATION | 9,000 |
| TOTAL EXPENDITURES: | \$ 153,000 |
| RESERVES: | \$ - |
| TOTAL EXPENDITURES PLUS RESERVES: | <u>\$ 153,000</u> |

FY2023/24 Water Fund 401
PREPARED: 8/25/2023
FINANCE: Kristi Moss

| | |
|--|--------------------|
| | APPROVED BUDGET |
|--|--------------------|

REVENUES:

| | |
|--|-----------------------------------|
| CHARGES FOR SERVICES | 2,187,134 |
| PROPRIETARY NON-OPERATING SOURCES | <u>561,341</u> |
| TOTAL REVENUES: | \$ 2,748,475 |
| CASH FORWARD: | <u>\$ 3,043,354</u> |
| | |
| TOTAL REVENUES PLUS CASH FORWARD: | <u><u>\$ 5,791,829</u></u> |

EXPENDITURES:

| | |
|--|-----------------------------------|
| WATER DEPARTMENT | 3,333,936 |
| INTERFUND TRANSFERS OUT | <u>82,520</u> |
| TOTAL EXPENDITURES: | \$ 3,416,456 |
| RESERVES: | <u>\$ 2,375,373</u> |
| | |
| TOTAL EXPENDITURES PLUS RESERVES: | <u><u>\$ 5,791,829</u></u> |

FY2023/24 Water Impact Fee Fund 401F
PREPARED: 8/25/2023
FINANCE: Kristi Moss

| | |
|--|--------------------|
| | APPROVED BUDGET |
|--|--------------------|

REVENUES:

| | |
|--|-----------------------------------|
| WATER IMPACT FEES | 20,200 |
| INTEREST REVENUE | <u>16,500</u> |
| TOTAL REVENUES: | \$ 36,700 |
| CASH FORWARD: | <u>\$ 1,593,005</u> |
| TOTAL REVENUES PLUS CASH FORWARD: | <u><u>\$ 1,629,705</u></u> |

EXPENDITURES:

| | |
|--|-----------------------------------|
| WATER DEPARTMENT | <u>1,255,925</u> |
| TOTAL EXPENDITURES: | \$ 1,255,925 |
| RESERVES: | <u>\$ 373,780</u> |
| TOTAL EXPENDITURES PLUS RESERVES: | <u><u>\$ 1,629,705</u></u> |

FY2023/24 Solid Waste Fund 402
 PREPARED: 8/25/2023
 FINANCE: Kristi Moss

| | |
|--|--------------------|
| | APPROVED BUDGET |
|--|--------------------|

REVENUES:

| | | |
|--|--|---------------------|
| PERMITS AND FEES | | 38,600 |
| CHARGES FOR SERVICES | | 975,000 |
| INTEREST & MISC. INCOME | | 4,000 |
| TOTAL REVENUES: | | \$ 1,017,600 |
| CASH FORWARD: | | \$ 350,603 |
| TOTAL REVENUES PLUS CASH FORWARD: | | \$ 1,368,203 |

EXPENDITURES:

| | | |
|--|--|---------------------|
| SOLID WASTE | | 1,176,342 |
| INTERFUND TRANSFERS OUT | | 52,000 |
| TOTAL EXPENDITURES: | | \$ 1,228,342 |
| RESERVES: | | \$ 139,861 |
| TOTAL EXPENDITURES PLUS RESERVES: | | \$ 1,368,203 |

FY2023/24 Sewer Fund 404
PREPARED: 8/25/2023
FINANCE: Kristi Moss

| | |
|--|--------------------|
| | APPROVED BUDGET |
|--|--------------------|

REVENUES:

| | |
|--|------------------------------------|
| CHARGES FOR SERVICES | 2,476,000 |
| PROPRIETARY NON-OPERATING SOURCES | <u>17,285,248</u> |
| TOTAL REVENUES: | \$ 19,761,248 |
| CASH FORWARD: | <u>\$ 2,109,527</u> |
| TOTAL REVENUES PLUS CASH FORWARD: | <u><u>\$ 21,870,775</u></u> |

EXPENDITURES:

| | |
|--|------------------------------------|
| SEWER DEPARTMENT | 19,458,064 |
| INTERFUND TRANSFERS OUT | <u>102,419</u> |
| TOTAL EXPENDITURES: | \$ 19,560,483 |
| RESERVES: | <u>\$ 2,310,292</u> |
| TOTAL EXPENDITURES PLUS RESERVES: | <u><u>\$ 21,870,775</u></u> |

FY2023/24

Sewer Impact Fee Fund 404IF

PREPARED:

8/25/2023

FINANCE:

Kristi Moss

| | |
|--|--------------------|
| | APPROVED BUDGET |
|--|--------------------|

REVENUES:

| | |
|--|-----------------------------------|
| IMPACT FEES | <u>39,500</u> |
| TOTAL REVENUES: | \$ 39,500 |
| CASH FORWARD: | <u>\$ 2,063,728</u> |
| TOTAL REVENUES PLUS CASH FORWARD: | <u><u>\$ 2,103,228</u></u> |

EXPENDITURES:

| | |
|--|-----------------------------------|
| SEWER DEPARTMENT | <u>704,000</u> |
| TOTAL EXPENDITURES: | \$ 704,000 |
| RESERVES: | <u>\$ 1,399,228</u> |
| TOTAL EXPENDITURES PLUS RESERVES: | <u><u>\$ 2,103,228</u></u> |



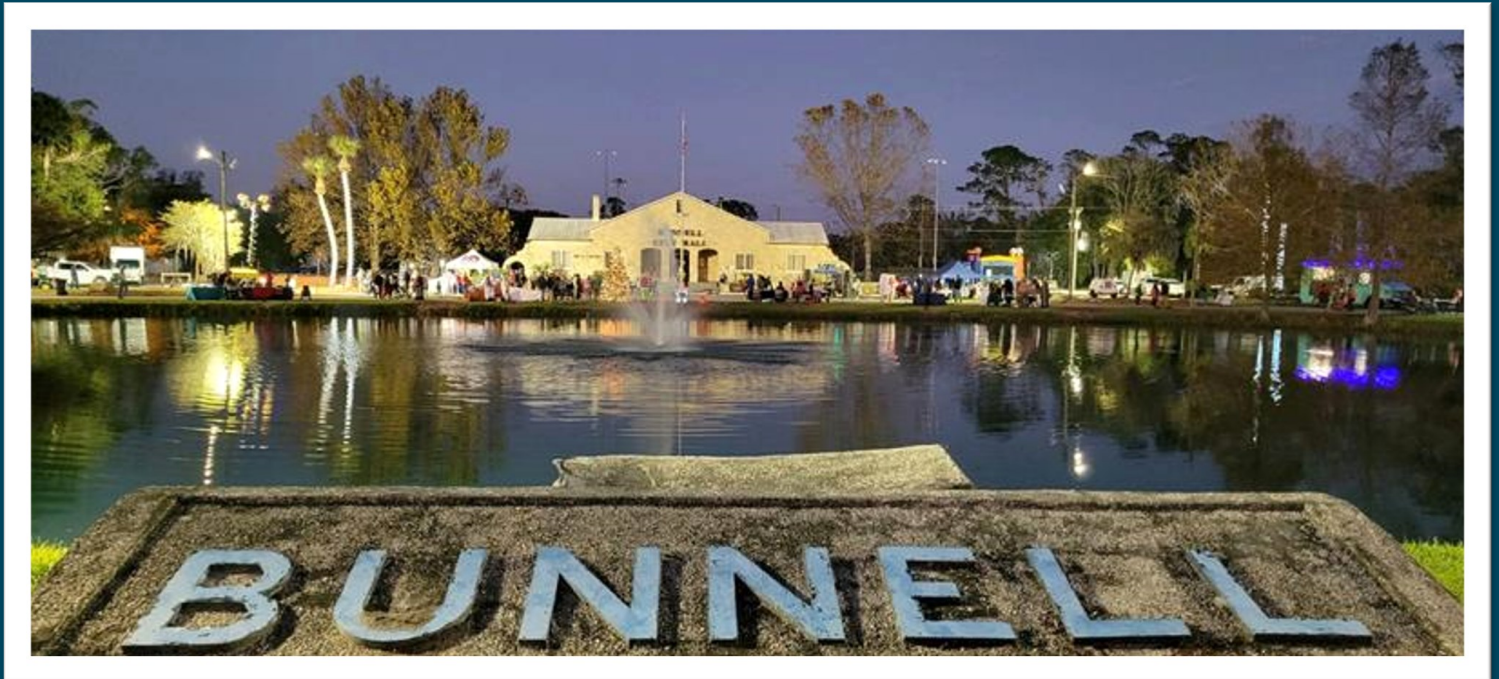
City of Bunnell, Florida

ATTACHMENTS:

Description
City Manager Report

Type
Exhibit

City Manager's Monthly Report



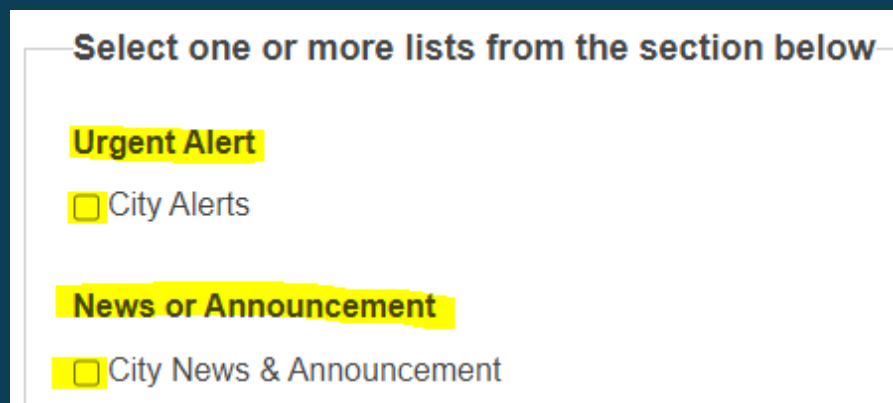
Dr. Alvin B. Jackson, Jr.
City Manager
For August 2023

Published: September 2023

City News, Announcement and Alerts

The City uses it's website to send out important notifications. This could be storm related information and alerts, emergency operations information, boil water notices, City event details and any other information the City may need to share with citizens quickly.

If you are not currently subscribed to get notifications from the City, please register now. You register from www.bunnellcity.us , click the subscribe button in the middle of the page and then complete the fields on the next page. To get the alerts the City sends out, make sure that the buttons next to City Alerts and City News & Announcements are checked.



Select one or more lists from the section below

Urgent Alert

City Alerts

News or Announcement

City News & Announcement

Did you know?

The City Manager Report is published with the second Commission Meeting agenda of each month; however, it is also published to the City's website. You can see back issues of the report and see what is going on within the City by reviewing this report every month.

Florida League of Cities Annual Conference

Vice Mayor Rogers, Commissioner Schultz and Commissioner Young attend the Annual Florida League of Cities Conference in Orlando. This is a conference for Elected Officials that provides days of training and education. It also allows elected officials the ability to network, learn from each other and share experiences about City challenges and solutions.



August 28, 2023 City Commission Honors Joe Vece and the Knights of the Inferno

After the tragedies of 9/11, many people and organizations were doing fundraising events for the survivors and families of the victims. In 2006, The Red Knights Motorcycle Club Palm Coast Chapter 11 led by President Joe Vece decided to become part of this movement.

With a strong desire to remember those lost during 9/11, Mr. Vece and fellow club members Tom Coleman and Fred Cleisher organized a 9/11 Memorial Ceremony and ride. This first event was held in Flagler Beach on September 11, 2006. After the first year, the team knew they needed to find another location more suited to the event.

Joe reached out to the City of Palm Coast and teamed up with the city to host the next 3 years of events at Heros Park on Palm Coast Parkway. The event quickly out-grew this venue as well. Joe was determined to keep the event alive and contacted Flagler County where he was able to stage the event at the Government Services Complex in Bunnell.

The event is still held in this location and has grown exponentially. Joe has been the driving force behind keeping this event at no-charge to the participants. Thanks to the many sponsors including; Matovina PA, Monster Motorcycle Repair Shop, he has been able to keep this tradition alive.

The Knights of the Inferno and Punishers Motorcycle Clubs Flagler Chapters currently host the event.



City Commission Mission Statement

The City Commission of the City of Bunnell is dedicated to providing its citizens, businesses and visitors with quality services that ensure Life, Liberty and the Pursuit of Happiness!

Core Values

The following are the core values for the City of Bunnell:

- Loyalty to the team, the objectives, and the mission.
- Teamwork. Cultivate a “we environment.”- Be passionate team player.
- Communication. Share information freely, maintain an on-going dialog.
- Respect individual strengths; Embrace diversity.
- Empathy. Care about people.
- Always determine what is important to team members.
- Honor everyone. Demonstrate respect for all persons.
- Say “thank you.” Show appreciation in every way possible.
- Self-Control. Stay open, ask questions & maintain clam demeanor in the face of every challenge.
- Have a forgiving spirit.
- Professionalism always. Maintain a positive attitude & a pleasing personality.
- Cultivate creativity.
- Seek great personal satisfactions in helping others succeed.
- Be an active listener– quick to hear, slow to speak.
- Be a person of fairness & justice to all.
- Have an action plan, including results oriented goals with measurable outcomes.
- Create a culture of warmth & belonging, where everyone is welcome.
- Have fun; create an environment where employees can think big & excel.
- Integrity: to be honest, open, ethical & fair.
- Fiscal accountability: to be good stewards of agency funds.



Mission Statement

The City of Bunnell will provide its residents, businesses, visitors, partners and staff with value centric leadership to create a safe, sustainable, attractive, strong and vibrant community while building on our rich heritage as the foundation to improve the City's economic future and to achieve the highest possible quality of life for the overall community through the exemplary services we provide.

Vision Statement

The City of Bunnell commits to building on its heritage, while enhancing a high quality of life for all its citizens. We pledge to work in collaboration with our residents and business community to foster pride in the City, develop a vibrant and diverse economy and a thoughtful plan for the future.

Park Updates, Facility Rentals and Garage Sale Permits

All City parks are open. Parks operate during daylight hours (ie. dawn to dusk).

The City is accepting applications for the rental of parks and other available facilities. Applicants are required to turn in a completed application with sufficient time to process the rental request. Applications can be obtained at the Bunnell Customer Service Office located at 604 E. Moody Blvd. Unit 6 or on the City website www.bunnellcity.us under FORMS.



FACILITY ALERTS

- Coquina City Hall located at 200 S. Church Street is not currently available to rent.
 - The remediation of the hall was completed in August/September.
 - Design is complete and approved by both the State and Federal governments. Because of the historic designation on this building, any design plans need to be approved by the State and Division of Historical Resources.
 - The RFP for construction was released in March and the City is working on a contract with a construction company so the first phase of the restoration of the hall can begin.
 - To fully restore Coquina City Hall (given current construction costs), the City will need to invest over \$1 million into the facility,
- Municipal Park is at its new location: 1307 E. Howe Street (former Clegg Property)

Garage Sale Permits:

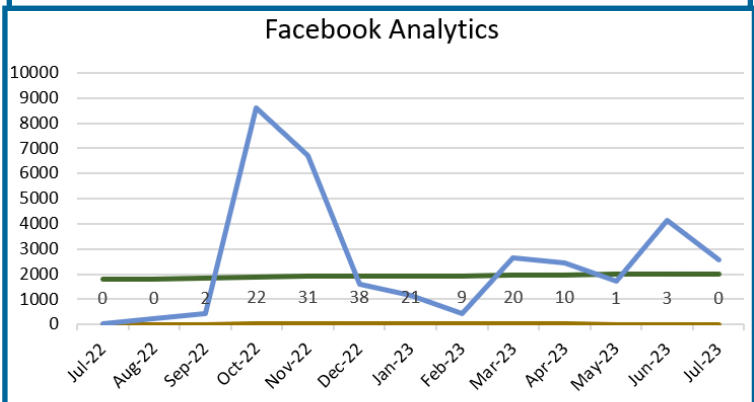
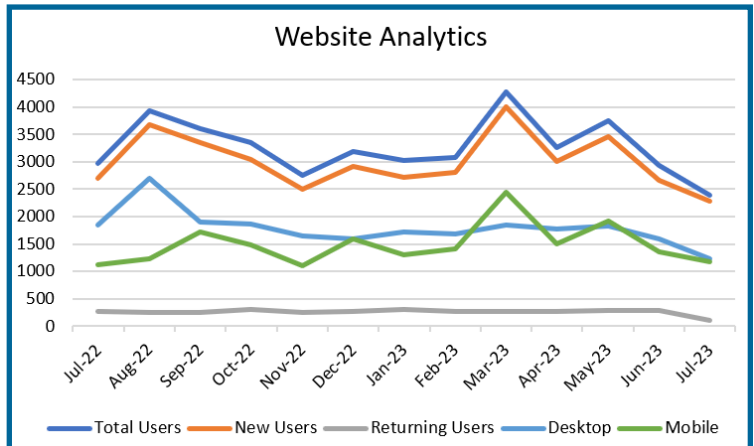
The City is accepting requests for Garage Sale Permits. Residents need to make their request to the Utility Billing Department. Per the City Code of Ordinance, there is a limit on the total number of garage sale permits that can be issued to a property/address point in a calendar year. Speak with the staff in Utility Billing for any questions regarding Garage Sale Permits 386-437-7500 x 3.

Information Technology

Spending a lot of time installing and configuring the various software we have received from the State Cybersecurity grant. The State is providing licensing for various security products. Started installing new End Point Security software. Setting up and running various security scans on our internal network to identify security concerns. Then tracking down the source and mitigating them.

Top 10 web pages:

- | | |
|------------------------|----------------------|
| 1. Home Page | 6. Agendas |
| 2. Open Positions | 7. Contact Directory |
| 3. Advanced Search | 8. Community |
| 4. Police Dept. | 9. City Commission |
| 5. Building Permitting | 10. Bids |



City Clerk Office

The City Clerk Office published and noticed agendas for the City's Public meetings held in August. Public Meetings are City Commission meetings, workshops and Executive Strategy Sessions, Union Meetings, and any Volunteer Board meetings such as the Planning, Zoning and Appeals Board and Code Enforcement Board.

The Clerk's Office also worked on the following issues throughout the month:

- Working with contractor for the design for reconstruction of Coquina City Hall and on-going contact with Department of State for the Historical Resources Grant for the restoration of Coquina City Hall (agreements executed in October). A reduced scope of work is being prepared and plans will need to be approved.
- Review and editing of new City Personnel Policy Manual.
- The RFP for Coquina Reconstruction Phase 1 was re-bid with a reduced scope of work. It was released on August 14, 2023. The Mandatory Pre-Bid meeting was held August 29, 2023. Bid opening is scheduled in September.
- RFP 2023-02 Solid Waste Dumping Fees. Selection Committee met August 3, 2023. A recommendation was taken to the City Commission on August 28, 2023.
- Working on rehabilitation of the Lake Lucille non-profit emblem sign.
- Coordinating annual Ethics and Sunshine Law Training.
- Hurricane Idalia prep, including preparation of the City's Emergency Declaration, participation in County wide EOC briefings and staffing of EOC as City Liaison.

Business Tax Receipts (BTRs)

All notices for FY 23/24 were mailed out to the address of record for each registered business the last week of June. If you have not received the notice or have questions about your renewal, please contact the Deputy City Clerk at 386-263-8981.

Businesses should pay their BTR Renewal fees by September 30, 2023 to avoid paying penalties and/or code enforcement action. Florida Statute and the City's Code of Ordinance require penalties be added to a BTR if not paid by **September 30th**. The required penalties are as follows: 10% October 1st; 15% November 1st; 20% December 1st; and 25% January 1st. The City does not have the authority to waive penalties.

In the month of August, 147 businesses either renewed their BTR or received their initial BTR. The City collected \$16,558.85 in BTR and Fire Inspection fees in August; this includes the fees for renewals and newly issued local business tax receipts.

Businesses with questions about their BTR should call the City Clerk Office at 386-437-7500 x 5 or email the Deputy Clerk at bgunnells@bunnellcity.us

ANNIVERSARIES:

The City acknowledges and celebrates the following for their continued commitment to the City and her citizens and business owners:

Joshua Greiner—8/8/2022

Gerard Lampiasi—8/5/2021

Joseph Sweeney—8/10/2020



WE ARE HIRING. OPEN POSITIONS:

Police Officer

Police Officer Sponsorship

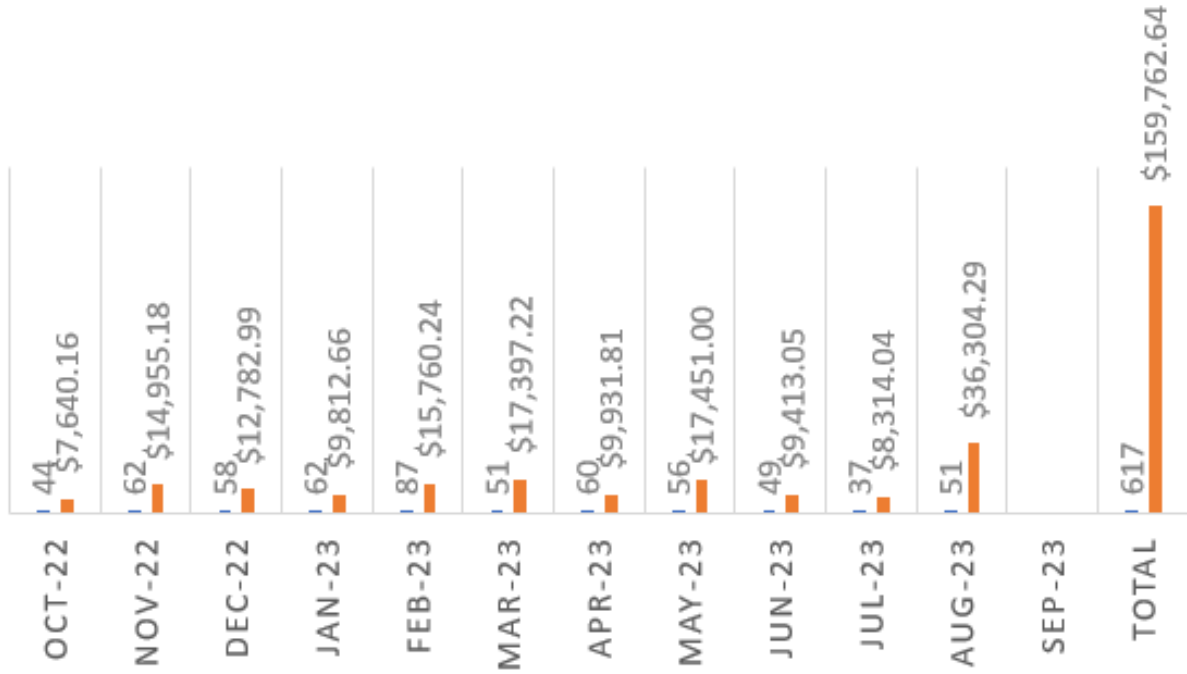
Assistant Project Manager



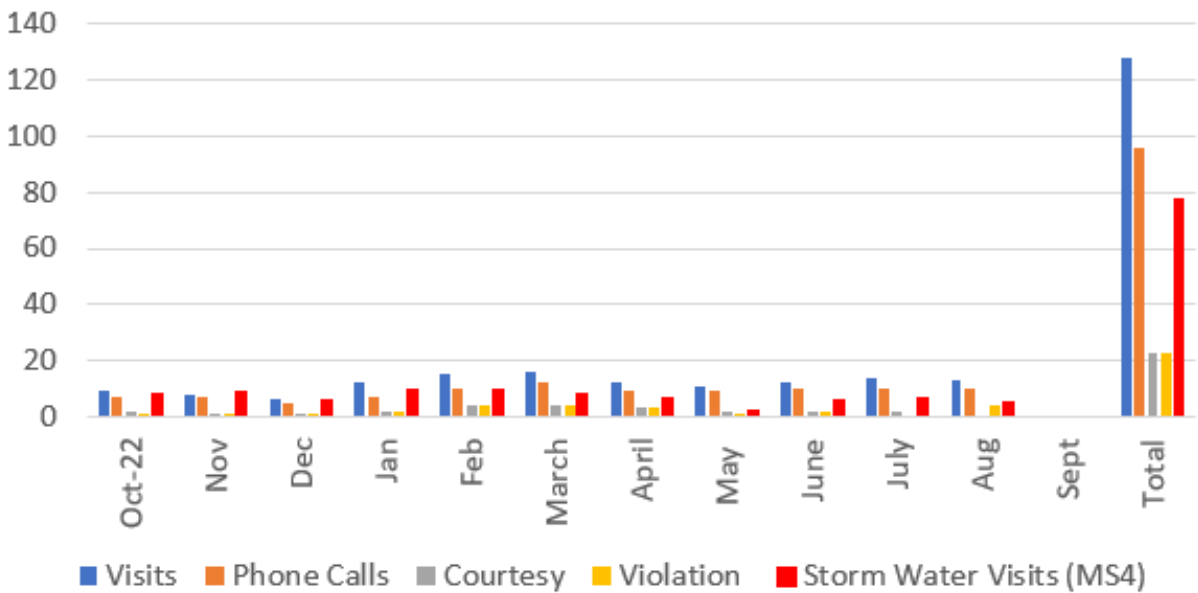
Community Development

PERMITS

of Permits Permit Amount

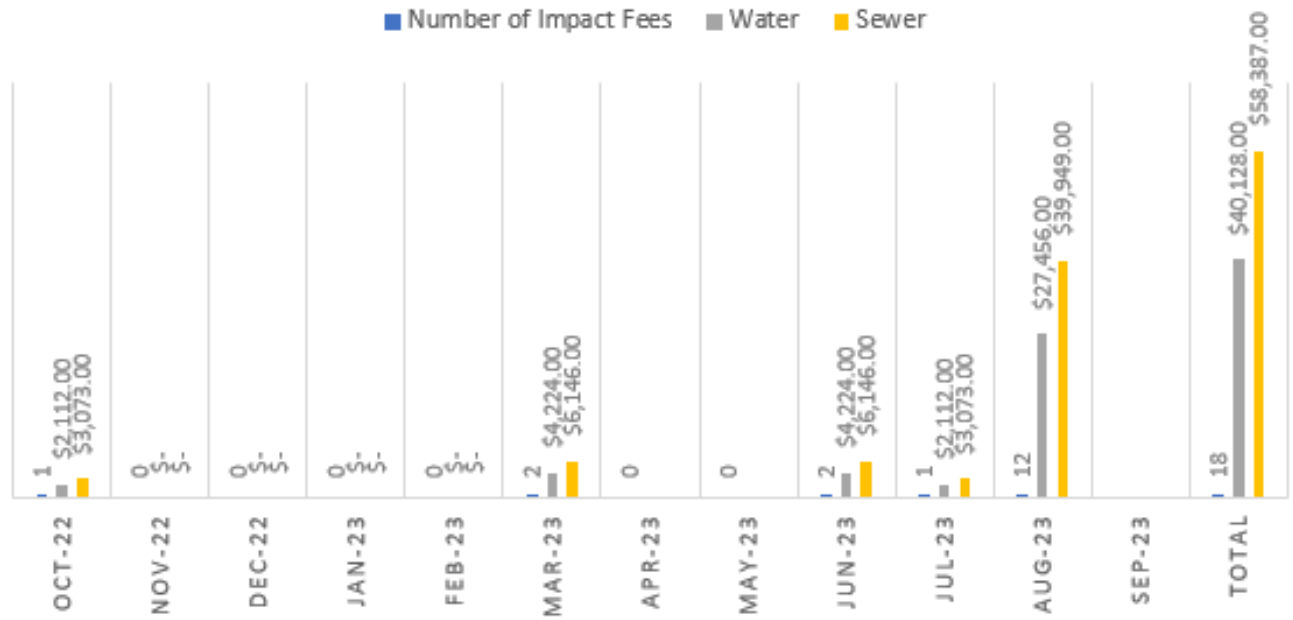


Code Enforcement

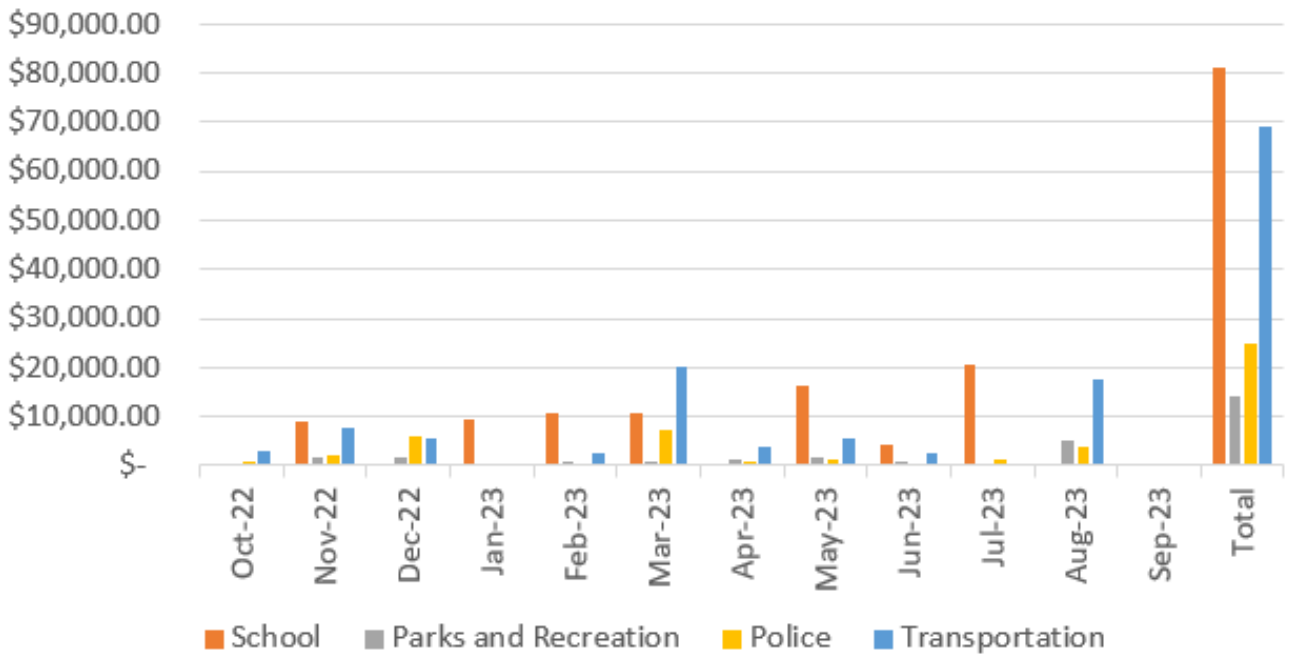


Community Development

IMPACT FEES WATER/SEWER



Impact Fees General Fund



Projects

Grant Projects:

Expense

Grant Amt

Community Development Block Grant (CDBG) - Hymon:

\$ 15,250

\$ 700,000

This project would install underground storm conveyance pipes and catch basins along both sides of Hymon Circle allowing rainwater to properly drain instead of consistently flooding the residents' front yards. Also, included in this project would be the clearing and widening of the main drainage canal running from E. Short St. and Hymon Circle south along US1 to our MS4 outfall. This will increase drainage capacity for the entire southeastern quadrant of the city. Finally, a dirt service road would be constructed to access the canal for future maintenance by the city.

Coordinated with design Engineers to proceed with the split plan and necessary SJRWMD Permitting and/or exemption requests necessary to proceed with the project.

HMGP Permanent Generator:

\$ 300,000

Purchase and installation of a 150kw backup generator with 500-amp ATS and docking station. When the new Administration/PD building is constructed, this will ensure the City of Bunnell's Police Department and essential staff are able to conduct operations in the event of loss of power during natural emergencies.

Application submitted on 08/29/2023 via the FDEM portal.

Master Plan Projects / Capital Projects:

Funding Amt

Wastewater Treatment Plant Rehab/Expansion Construction:

\$ 33,820,022

The project entails design, permitting, funding assistance, and construction administration services to rehabilitate the existing plant and expand the treatment capacity to 1.20 MGD.

Laydown area has been established. All other items are set to start in September. LOA for welding is being written up. USACE funding sign posted.

MP Gravity Collections System Renewal & Replacement:

\$ 63,620

Annual 10-Manhole Repair and Line.

Manhole rehab scheduled to start 09/05/2023 and expected to be completed 09/11/2023.

Capacities WTP/WWTP

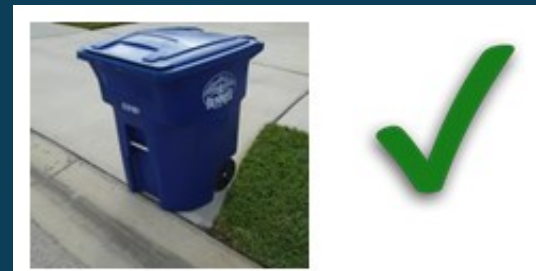
- Capacity for the WWTP in August 2023 was 63% with a total of 2.21" of rainfall. Total influent flow for the month was 11.703MG, with a Daily Average flow of 0.378MGD
- Total Reclaim Flows August 2023 8.987MG with Daily Average flow of 0.290MGD.
- The WTP produced 13.100MG of drinking water, with a daily production average of 0.424MGD in August 2023.
- Total Billed Meters August- 2187

Solid Waste

| SERVICE | AMOUNT COLLECTED | TRUCK LOADS |
|--|------------------|-------------|
| Residential Garbage | 129.45 Tons | 9.95 |
| Residential Recycle | 29.31 Tons | 2.25 |
| Yard Waste | 68 Yards | 3.4 |
| Commercial Garbage | 206.79 Tons | 15.9 |
| Commercial Cardboard | 21.91 Tons | 1.68 |
| Scrap Metal | 4.23 Tons | 1.2 |
| Construction & Demolition and Bulk debris | 16.85 Tons | 4.81 |
| Waste Tires | 0 Tons | 0 |

Cart Placement Regulations and Guidelines

- ⇒ Face lid opening of cart toward the street (handles & wheels facing house)
- ⇒ Place front of cart within 3 feet of street edge
- ⇒ Allow 2 to 3 feet of clearance on each side of all carts and ANY obstruction
- ⇒ Do NOT fill carts with construction debris, dirt or yard waste
- ⇒ It is recommended to place carts out the night before. The driver is not able to turn around if your cart is not out when the truck has passed your location
- ⇒ Do not place carts near parked cars, fences, mailboxes, trees, other carts, or any other obstruction that could interfere with the truck picking up your cart.



Failing to follow the guidelines may result in service interruption (i.e. the City won't be able to collect your solid waste that day)

Solid Waste Fiscal Year Comparisons

| | FY 19/20 | FY 20/21 | FY 21/22 | FY 22/23 (as of 8/31/23) |
|--|----------------|----------------|----------------|-----------------------------|
| Commercial Solid Waste | 1960.54 Tons | 1995.58 Tons | 2374.65 Tons | 2404.42 Tons |
| Residential Solid Waste | 1380.89 Tons | 1546.61 Tons | 1446.87 Tons | 1416.76 Tons |
| Cardboard & Recycle | 585.98 Tons | 623.3 Tons | 582.61 Tons | 506.72 Tons |
| Yard Waste | 1593.00 Yards | 1153 Yards | 1203 Yards | 3255 Yards |
| Construction & Debris (C&D) | 315.51 Tons | 574.58 Tons | 319 Tons | 327.55 Tons |
| Scrap/Misc. | 12.789 Tons | 4.27 Tons | 16.44 Tons | 26.70 Tons |
| Yearly Total | 5848.71 | 5897.34 | 5942.57 | 7937.15 |

The City has already exceeded the prior fiscal year total collections by 1994.58 Tons; this is a 33.56% increase over the last fiscal year

There is still 1 month left in this Fiscal Year